

AGENDA

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY CITY OF CRESCENT CITY COUNTY OF DEL NORTE STATE OF CALIFORNIA

**Board of Supervisors Chambers
Flynn Center 981 H Street
Crescent City, CA**

Regular Session

Tuesday, February 26, 2013

3:30 PM

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The Solid Waste Management Authority of the City of Crescent City and the County of Del Norte, State of California, is now meeting in Regular Session. Only those items that indicate a specific time will be heard at the assigned time. All items may be taken out of sequence to accommodate public and staff availability.
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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8AM and 5PM Monday through Friday OR online at www.recycledelnorte.ca.gov

For more information call 465-1100 or email dnswna@recycledelnorte.ca.gov

3:30 PM CALL MEETING TO ORDER

PLEASE NOTE: The Board will hold closed Sessions (if scheduled and necessary) at the end of the open portion of the meeting.

PUBLIC COMMENTS:

3:30 PM ANY MEMBER OF THE PUBLIC MAY ADDRESS THE SOLID WASTE MANAGEMENT AUTHORITY ON ANY MATTER ON OR OFF THE AGENDA. After receiving recognition from the Chair, please give your name and address for the record. Comments will be limited to three minutes.

1. REPORT FROM THE SOLID WASTE TASK FORCE

2. CONSENT AGENDA

- 2.1 Approve minutes, Regular Session, Tuesday October 23, 2012 **

END CONSENT AGENDA

3. DIRECTORS REPORT

The following agenda items are provided for information only

- 3.1 Treasurer/Controller Report for June 2012. **
- 3.2 Claims approved by Director for December 2012 **
- 3.3 Monthly Cash and Charge Reports for December 2012 **
- 3.4 Treasurer/Controller Report for December 2012 **
- 3.5 Claims approved by Director for January 2013 **
- 3.6 Monthly Cash and Charge Reports for January 2013 **
- 3.7 Earned Revenue Comparisons between FY11/12 and FY12/13 **

END DIRECTORS REPORT

DISCUSSION/ACTION ITEMS

4. LANDFILL POSTCLOSURE

- 4.1 Discussion and possible action regarding the recommendation to contract with EBA Engineering to provide engineering services at the Crescent City Landfill, related to non-water corrective action cost estimates and gas investigations to comply with Assembly Bill 32. **
- 4.2 Discussion and possible action regarding winter storm damage at the landfill and strategies for repair. **

5. COLLECTIONS FRANCHISE - NO AGENDA ITEMS

6. TRANSFER STATION

- 6.1 Discussion and possible action regarding the potential to provide certified weight services at the transfer station to assist local residents and businesses to comply with the requirements of the California DMV. **

7. GENERAL SOLID WASTE AUTHORITY MATTERS

- 7.1 Discussion and possible action regarding election of Officers, Chair, Vice Chair and Secretary for the Del Norte Solid Waste Management Authority Board of Commissioners.

CLOSED SESSION

- 7.2 **CLOSED SESSION** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation pursuant to subdivision (C) of Section 54956.9: one case

8. ABANDONED VEHICLE ABATEMENT (AVA) AUTHORITY

- 8.1 Discussion and possible action regarding approval of a five year contract with Northcrest Auto Center, for Abandoned Vehicle Abatement towing services. **

**** Asterisk next to Agenda Item indicates an associated attachment**

NORTE SOLID WASTE MANAGEMENT AUTHORITY

MINUTES

October 23, 2012

3:30 P.M.

Del Norte County Board of Supervisors Chambers

PRESENT: Chair Gerry Hemmingsen
Vice Chair Rich Enea
Commissioner Mike Sullivan
Commissioner Kathryn Murray
Commissioner Rick Holley
Commissioner Leslie McNamer
Commissioner Kelly Schellong
Commissioner Donna Westfall
Commissioner Martha McClure
Commissioner David Finigan

Legal Counsel Martha Rice
Director Kevin Hendrick
Program Manager Tedd Ward
Treasurer/Controller Richard Taylor

ALSO PRESENT: Erik Weir, City of Crescent City
Tom Sparrow and Sherrie Phillips, Recology Del Norte
Wes White & Joel Wallen, Hambro/WSG
Mary Wilson, Del Norte Solid Waste Task Force Chair
Jordan Kekry, Julindra Recycling
Kirk Sparks, Eco-Nutrients

The meeting was called to order by Vice Chair Enea at the hour of 3:34 P.M.,
with all parties present as heretofore designated.

PUBLIC COMMENTS:

The Chair called for public comments. The following people addressed the
Board: Richard Miles regarding City and County Ordinances.

Chair Closed Public Comment at 3:37 P.M.

2.1

DEL NORTE SOLID WASTE TASK FORCE - 200101

Mary Wilson addressed the Board regarding the recent activities of the Del Norte Solid Waste Task Force. She reported that the 2010 Five Year review was completed, but had not yet been mailed to CalRecycle. Richard Miles also addressed the Board.

CONSENT AGENDA

Minutes, Regular Session, Tuesday September 25, 2012

Approval of Budget Transfer in the Amount \$10,000 from Full Time Payroll to Temporary Employees.

Chair opened the floor for public comment, and none were made. Commissioner Schellong commented that more detail about what Commissioners said on agenda items would potentially be helpful.

On a motion by Commissioner Hemmingsen, seconded by Commissioner McClure by a unanimous polled vote, the Consent Agenda was approved.

END OF CONSENT AGENDA

DIRECTOR'S REPORT

Director Hendrick discussed the following topics within the Director's report:

- Claims approved by Director for September 2012
- Monthly Cash and Charge Reports for September 2012
- Revenue Comparisons between FY11/12 and FY12/13
- Treasurer/Controller Report for September 2012

Commissioners Hemmingsen, Schellong, and Holley asked questions regarding the revenue comparisons.

END DIRECTORS REPORT

DISCUSSION / ACTION ITEMS

LANDFILL POSTCLOSURE: NO AGENDA ITEMS

COLLECTIONS FRANCHISE: NO AGENDA ITEMS

TRANSFER STATION

Hambro Group President Wes White addressed the Board, providing a historical overview of the Hambro Group, Snoozie Shavings, Eco-Nutrients, Hambro/WSG, and Resource Recovery Solutions. They are currently dissolving all particle board operations, and are considering options for re-purposing some of the equipment that had been used in particle board production. They are looking to sell Snoozie and Eco-Nutrients, and Resource Recovery Solutions will soon be dissolved. Mr. White verbally assured the Board that Hambro/WSG intends on continuing to perform as required under the transfer station operations agreement as it re-invents itself.

Commissioner Hemmingsen asked about the future of Snoozie and Eco-Nutrients. Commissioner McClure also commended Hambro/WSG for their transfer station operations. Commissioner Sullivan asked that Mr. White continue to keep the Board informed as circumstances develop. Richard Miles addressed the Board.

The Board adjourned to closed session at 4:28 PM.

1. GENERAL SOLID WASTE AUTHORITY MATTERS

- 1.1 CLOSED SESSION will be held for discussion and possible action regarding: PERSONNEL EVALUATION pursuant to government code section 54957 – PUBLIC EMPLOYEE EVALUATION – Title: Director

The Board returned from closed session at 4:50 P.M., reporting that a satisfactory evaluation for the Director was completed by the Board.

Solid Waste
Balance Sheet
June 30, 2012

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	433,132.16
422 010 00300	Imprest Cash	100.00
422 010 01100	Accounts Receivable	233,885.92
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(148,798.00)
422 010 03450	Accum Depr Bldg & Improv	(61,906.24)
422 010 03460	Accum Depr Transfer Station	(592,144.00)
	Total Assets	<u><u>3,924,342.92</u></u>

LIABILITIES AND FUND EQUITY

422 010 05100	Accounts Payable	184,323.84
422 010 05210	Sublease Payable	3,205,118.55
422 010 05300	Compensated Absences Payable	52,329.88
422 010 05400	Deferred Revenue	7,401.99
422 010 05500	Post Closure Liability	2,650,636.00
422 010 06900	Designated for Lease Debt Service	150,000.00
422 010 07100	Fund Balance	(2,936,199.89)
422 010 09600	Investment in Capital Assets net of related debt	531,748.00
	Revenue	3,281,738.06
	Expenditure	(3,202,753.51)
	Total Liabilities and Fund Equity	<u><u>3,924,342.92</u></u>

3.1

Solid Waste

Statement of Revenues and Expenditures
12 Months Ended 6/30/2012

		CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
Revenues:						
422-421-90153	Franchise Fees	39,721.00	257,618.50	257,000.00	618.50	100.24%
422-421-90210	Code Enforcement	100.00	400.00	1,000.00	(600.00)	40.00%
422-421-90300	Interest - Solid Waste	493.09	1,175.29	2,000.00	(824.71)	58.76%
422-421-91003	Gate Tipping Fees	300,240.64	1,712,069.33	1,848,000.00	(135,930.67)	92.64%
422-421-91004	Authority Service Fees	157,408.39	1,029,529.94	912,246.00	117,283.94	112.86%
422-421-91121	Misc Reimbursements	42.42	8,850.87	5,741.00	3,109.87	154.17%
422-421-91124	Misc Revenue	0.00	5,275.69	5,265.00	10.69	100.20%
422-421-90650-054	Oil Grant 09/10	0.00	13,414.98	0.00	13,414.98	0.00%
422-421-90650-055	HD 18F Grant	0.00	189,786.85	221,127.00	(31,340.15)	85.83%
422-421-90650-056	Oil Grant 10/11	0.00	0.00	13,824.00	(13,824.00)	0.00%
422-421-90650-074	Oil Grant - 11/12	0.00	15,000.00	15,000.00	0.00	100.00%
422-421-91003-099	Gate Tipping Fees - Prior Yr	(104.22)	24,200.99	0.00	24,200.99	0.00%
422-421-91004-099	DNSWMA Tipping Fees - Prior Yr	(41.28)	9,415.62	0.00	9,415.62	0.00%
422-421-91129-057	DOC Grant 10/11	0.00	0.00	6,766.00	(6,766.00)	0.00%
422-421-91129-069	DOC Grant 11/12	5,000.00	15,000.00	15,000.00	0.00	100.00%
Total Revenues		502,858.04	3,281,738.06	3,302,969.00	(21,230.94)	99.36%
Expenses:						
422-421-10010	Payroll	43,891.72	322,144.67	319,076.00	(3,068.67)	100.96%
422-421-10012	Overtime	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-10015	Part-time/Temp	2,138.33	23,836.45	25,300.00	1,463.55	94.22%
422-421-10020	Retirement	9,051.58	83,181.71	83,915.00	733.29	99.13%
422-421-10030	Employee Benefits	4,999.25	59,095.42	59,250.00	154.58	99.74%
422-421-10033	Employee Life Insurance	38.40	345.60	331.00	(14.60)	104.41%
422-421-10035	Management Life Insurance	108.24	1,297.87	1,287.00	(10.87)	100.84%
422-421-10040	Worker's Compensation	2,133.17	25,598.04	25,598.00	(0.04)	100.00%
Total Salaries and Benefits		62,360.69	515,499.76	515,757.00	257.24	99.95%
422-421-20121	Communications	320.90	2,215.27	2,400.00	184.73	92.30%
422-421-20140	Household Expense	688.24	4,485.38	4,800.00	314.62	93.45%
422-421-20150	Insurance-Office	0.00	5,844.00	5,850.00	6.00	99.90%
422-421-20151	Liability Insurance	357.97	2,671.57	2,672.00	0.43	99.98%
422-421-20152	Vehicle Insurance	0.00	1,256.80	1,400.00	143.20	89.77%
422-421-20155	Liability Insurance	643.25	2,573.00	2,573.00	0.00	100.00%
422-421-20170	Maintenance-Equipment	2,070.00	4,260.00	4,270.00	10.00	99.77%
422-421-20171	Maintenance-Vehicles	83.64	1,425.43	1,427.00	1.57	99.89%
422-421-20175	Maintenance-Computers	0.00	450.00	500.00	50.00	90.00%
422-421-20180	Maint-Structures/Improvements & TS M	1,702.38	1,702.38	1,800.00	97.62	94.58%
422-421-20200	Memberships	0.00	7,000.00	7,400.00	400.00	94.59%
422-421-20221	Printing	6.81	59.60	150.00	90.40	39.73%
422-421-20223	Postage	147.02	1,596.26	1,600.00	3.74	99.77%
422-421-20224	Office Supplies	1,734.79	10,396.50	11,556.00	1,159.50	89.97%
422-421-20227	Books/Subscriptions	0.00	297.89	500.00	202.11	59.58%
422-421-20230	Prof Serv-Co/City	142.26	4,178.63	15,301.00	11,122.37	27.31%
422-421-20231	Prof Serv	2,275.00	13,295.00	14,980.00	1,685.00	88.75%
422-421-20232	Prof Serv-Well Monitoring	0.00	27,967.00	28,000.00	33.00	99.88%
422-421-20233	Audit	0.00	8,850.00	8,850.00	0.00	100.00%
422-421-20234	Legal Counsel	2,124.58	12,969.75	13,000.00	30.25	99.77%
422-421-20235	Treasurer	750.00	4,500.00	4,500.00	0.00	100.00%
422-421-20236	Security	(149,025.88)	266.00	600.00	334.00	44.33%
422-421-20237	Credit Card Service Fees	424.01	3,407.43	3,550.00	142.57	95.98%
422-421-20238	TS Collection	2,785.92	27,412.44	28,200.00	787.56	97.21%
422-421-20239	Transfer Station Operations	601,951.66	1,847,202.42	1,848,000.00	797.58	99.96%
422-421-20240	Advertising/Publications	293.10	572.88	600.00	27.12	95.48%
422-421-20250	Lease of Equipment	325.99	3,105.69	3,500.00	394.31	88.73%
422-421-20251	Lease - Gasquet Transfer Station	0.00	625.00	700.00	75.00	89.29%
422-421-20269	Lease Payment - Card Machine	0.00	40.05	0.00	(40.05)	0.00%
422-421-20270	Minor Equipment	0.00	2,669.58	2,670.00	0.42	99.99%
422-421-20280	Delivery Service	0.00	443.50	600.00	156.50	73.92%
422-421-20281	Household Hazardous Waste Event	224.00	34,438.00	34,650.00	212.00	99.39%
422-421-20283	Community Clean-up	415.02	4,980.24	15,000.00	10,019.76	33.20%
422-421-20285	Special Dept Expense	1,019.37	13,254.11	13,380.00	125.89	99.06%
422-421-20286	Cash Over/Under	144.96	375.84	182.00	(193.84)	208.51%
422-421-20288	City Collections	1,431.10	17,191.47	17,200.00	8.53	99.95%
422-421-20290	Travel	159.84	2,492.00	2,600.00	108.00	95.85%
422-421-20291	Commissioner Expense	0.00	7,575.00	7,585.00	10.00	99.87%
422-421-20297	Vehicle Fuel	113.49	1,456.55	1,500.00	43.45	97.10%
422-421-20300	Utilities	78.00	166.49	300.00	133.51	55.50%
422-421-20301	Slate Fees	0.00	55,415.00	55,415.00	0.00	100.00%
422-421-20221-055	Printing	0.00	466.40	500.00	33.60	93.28%

Solid Waste

Statement of Revenues and Expenditures
12 Months Ended 6/30/2012

		CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
422-421-20221-069	Printing - DOC Grant 11/12	0.00	0.00	400.00	400.00	0.00%
422-421-20221-074	Printing - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20231-055	Professional Services	0.00	142,538.39	188,393.00	45,854.61	75.66%
422-421-20239-001	Post Closure Maintenance	2,352.06	4,321.91	5,000.00	678.09	86.44%
422-421-20240-055	Advertising	0.00	8,110.72	11,287.00	3,176.28	71.86%
422-421-20240-056	Advertising - Oil grant 10/11	0.00	3,402.55	3,403.00	0.45	99.99%
422-421-20240-057	Advertising - DOC Grant 10/11	0.00	1,369.00	1,369.00	0.00	100.00%
422-421-20240-069	Advertising - DOC Grant 11/12	1,388.00	4,002.75	4,005.00	2.25	99.94%
422-421-20240-074	Advertising - Oil Grant 11/12	450.00	450.00	3,500.00	3,050.00	12.86%
422-421-20285-055	Special Department Expense	0.00	787.59	1,000.00	212.41	78.76%
422-421-20285-056	Spec Dept Exp - Oil Grant 10/11	4,002.28	6,559.00	6,559.00	0.00	100.00%
422-421-20285-057	Spec Dept Exp - DOC Grant 10/11	0.00	585.00	585.00	0.00	100.00%
422-421-20285-069	Spec Dept Exp - DOC Grant 11/12	300.00	750.00	4,595.00	3,845.00	16.32%
422-421-20285-074	Spec Dept Exp - Oil Grant 11/12	942.58	942.58	6,500.00	5,557.42	14.50%
422-421-20290-055	Travel & Training	0.00	1,070.13	4,592.00	3,521.87	23.30%
422-421-20290-056	Travel - Oil Grant 10/11	0.00	861.52	862.00	0.48	99.94%
422-421-20290-057	Travel - DOC Grant 10/11	0.00	811.67	812.00	0.33	99.96%
422-421-20290-069	Travel - DOC Grant 11/12	0.00	0.00	2,000.00	2,000.00	0.00%
422-421-20290-074	Travel - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
Total Services and Supplies		482,822.34	2,318,313.36	2,417,323.00	99,009.64	95.90%
422-421-30490	Depreciation Expense	101,364.00	101,364.00	100,962.00	(402.00)	100.40%
Total Other Charges		101,364.00	101,364.00	100,962.00	(402.00)	100.40%
Total Fixed Assets		0.00	0.00	0.00	0.00	0.00%
422-421-70800	ARC Payment OPEB	11,125.00	11,125.00	11,125.00	0.00	100.00%
422-421-70530-025	Interfund-Repayment to County	0.00	203,650.39	205,000.00	1,349.61	99.34%
422-421-70530-199	Interfund-Cost Plan	4,401.00	52,801.00	52,801.00	0.00	100.00%
Total Intrafund Transfers		15,526.00	267,576.39	268,926.00	1,349.61	99.50%
Total Expenses		662,073.03	3,202,753.51	3,302,968.00	100,214.49	96.97%
Revenues Over (Under) Expenditures		(159,214.99)	78,984.55	1.00	78,983.55	#####

CLAIMS APPROVED BY THE DIRECTOR				Dec-12
<i>Date Paid</i>	<i>Paid to:</i>	<i>Budget</i>	<i>Amt. Paid</i>	<i>Description</i>
12/5/2012	Curry Roto Rooter	20140	\$140.23	Klamath Service Location
12/5/2012	Curry Roto Rooter	20140	\$128.23	Gasquet Service Location
12/5/2012	North Coast Laboratories	20232	\$444.00	Storm Water testing
12/5/2012	North Coast Laboratories	20232	\$1,479.00	Landfill Service Water
12/5/2012	Josye's	20280	\$98.00	Deliver Service
12/5/2012	Lisa Babcock	20290	\$13.88	Personal Mileage
12/5/2012	U.S. Bank	20224	\$168.55	Charges on Cal-Card
12/5/2012	U.S. Bank	20224	\$2,678.19	Charges on Cal-Card
12/5/2012	Richard D. Taylor	20235	\$375.00	Treasure/Controller Services for November
12/5/2012	U.S. Cellular	20121	\$90.57	Monthly Cell Phone Services
12/5/2012	Ricoh	20250	\$248.82	Copier Service 10/30/2012-11/29/2012
12/5/2012	Quill	20224	\$182.31	File Storage Boxes
12/5/2012	Quill	20224	\$10.12	At-A-Glance desk top Calendar
12/5/2012	Quill	20224	\$61.75	Office supplies
12/5/2012	Progressive Insurance	20152	\$1,237.80	4 Runner Policy 12/10/12-12/10/13
12/5/2012	Frontier	20121	\$118.98	Office Land line
12/5/2012	Recology Del Norte	20288	\$1,244.64	101 Front St.
12/5/2012	Recology Del Norte	20283	\$429.71	500 Cooper Ave.
12/5/2012	Recology Del Norte	20288	\$237.10	900 Tenth St.
12/5/2012	Recology Del Norte	20283	\$180.28	Old Gasquet Toll Rd.
12/5/2012	Recology Del Norte	20238	\$1,261.96	Klamath Beach Rd
12/5/2012	Del Norte Office	20224	\$3.22	CD Envelopes
12/5/2012	Del Norte Office	20223	\$18.78	UPS Shipping
12/5/2012	Robert Black	20234	\$1,674.40	November Service Charges
12/5/2012	The Daily Triplicate	20240-074	\$720.00	Full Run Signs of the times
12/5/2012	Mission Linen Supply	20140	\$65.02	Monthly Service
12/5/2012	Bicoastal Media	20240-074	\$ 445.00	Radio Ads
12/5/2012	G.H. Outreach	20285-069	\$ 30.00	Recycling pick-up
	TOTAL		\$ 13,785.54	

GRAND TOTALS

December 2012

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
DNCTS Cash Total	26,065.43	13,113.03	39,178.46
DNCTS Charge Total	95,297.12	47,942.20	143,239.32
DNCTS Credit/Debit	9,437.21	4,747.68	14,184.89
DNCTS Totals	130,799.76	65,802.91	196,602.67
Klamath Cash Total		2,892.67	2,892.67
Klamath Charge Total		125.75	125.75
Klamath Totals		3,018.42	3,018.42
Gasquet Cash Total		1,093.55	1,093.55
Gasquet Charge Total			
Gasquet Totals		1,093.55	1,093.55
Adjustments			
GRAND TOTALS	130,799.76	69,914.88	200,714.64

3.3

10:10 AM

01/08/13

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of December 31, 2012

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Abandoned Vehicle Abatement	0.00	605.92	3,966.57	0.00	0.00	4,572.49
Affordable Home & Rental Rep.	0.00	13.82	0.00	0.00	0.00	13.82
Agricultural Commission	0.00	33.13	28.99	20.72	78.69	161.53
Aladdin Reality	0.00	181.49	0.00	0.00	0.00	181.49
Albers Seafood	0.00	48.36	0.00	0.00	0.00	48.36
Alexandre EcoDairy Farms	0.00	125.73	0.00	0.00	0.00	125.73
Bad Checks/Co Collector	0.00	0.00	0.00	0.00	43.78	43.78
BCM Consturction Company	0.00	1,374.70	556.79	0.00	0.00	1,931.49
Bommelyn / Hartley Construction	0.00	0.00	-35.20	0.00	0.00	-35.20
Bommelyn Construction	0.00	19.34	0.00	11.05	129.15	159.54
Borges Dairy	0.00	96.94	0.00	0.00	0.00	96.94
C.A.R.R.E. / Full - Spectrum	0.00	170.01	0.00	0.00	0.00	170.01
Cal-Fire	0.00	0.00	116.66	0.00	0.00	116.66
Cal-Trans	0.00	415.44	37.62	0.00	3.46	456.52
California Dept. Parks & Rec.	0.00	201.70	332.73	801.89	687.64	2,023.96
Castal Rock Countertop's	0.00	24.86	0.00	0.00	0.00	24.86
Charter Communication	0.00	22.11	0.00	0.00	0.00	22.11
Chimney Kraft	0.00	15.20	0.00	0.00	0.00	15.20
City of Crescent City.	0.00	24.87	0.00	436.15	370.11	831.13
Coke Associates	0.00	0.00	128.49	0.00	0.00	128.49
College of the Redwoods	0.00	67.70	-33.16	0.00	-51.12	-16.58
Combined Maintance Services	0.00	182.80	157.75	135.09	619.46	1,095.10
Corner Stone Assembly of God	0.00	27.63	0.00	0.00	-0.30	27.33
Cory, Charles	0.00	0.00	0.00	0.00	576.49	576.49
Crescent City KOA	0.00	806.86	0.00	0.00	0.01	806.87
Crescent City Nursing & Rehab	0.00	0.00	29.01	2.90	0.00	31.91
Crescent City, Harbor	0.00	0.00	0.00	0.00	0.01	0.01
Crescent Fire Protection Dist.	0.00	24.86	26.25	0.00	0.00	51.11
Custom Construction	0.00	8.29	0.00	0.00	0.00	8.29
DEBIT	0.00	0.00	0.00	0.00	190.46	190.46
Del Norte County Road Dept.	0.00	0.00	19.95	73.82	85.66	179.43
Del Norte Parks & Recreation	0.00	421.38	380.25	677.25	1,456.21	2,935.09
Del Norte Realty	0.00	34.54	98.09	6.91	-105.00	34.54
Del Norte Roofing	0.00	237.63	1,224.10	363.85	0.00	1,825.58
Del Norte Solid Waste Mngmt	0.00	47.99	53.88	612.32	1,253.51	1,967.70
Direct TV	0.00	6.90	0.00	0.00	0.00	6.90
DN Unified School District	0.00	972.24	0.00	0.00	0.00	972.24
DNC Building Maintenance	0.00	0.00	0.00	6.90	102.33	109.23
E & M Construction	0.00	0.00	0.00	124.35	0.00	124.35
Elk Valley Casino	0.00	0.00	0.00	0.00	13.82	13.82
Elk Valley Rancheria	0.00	144.07	0.00	0.00	158.41	302.48
Elk Valley Storage	0.00	0.00	-15.18	0.00	0.00	-15.18
Ellers Fort Dick Market	0.00	255.59	0.00	0.00	0.00	255.59
Extra Muscle - Joel Johnson	0.00	0.00	0.00	20.72	39.47	60.19
Frankin's Plumbing	0.00	17.96	0.00	15.20	0.00	33.16
G. H. Outreach	0.00	57.30	0.00	0.00	0.00	57.30
Gasquet Mobile Home Park	0.00	68.75	0.00	0.00	0.00	68.75
Golden State Construction	0.00	377.35	0.00	0.00	0.00	377.35
GR Construction	0.00	20.72	270.38	87.04	224.63	602.77
Griffin's Furniture Outlet	0.00	104.54	0.00	0.00	0.00	104.54
Hambro Forest Products, Inc.	0.00	51.12	0.00	0.00	0.00	51.12
Hambro/Waste Solutions Group	0.00	731.68	0.00	0.00	0.00	731.68
Hartley Construction	0.00	17.96	0.00	0.00	0.00	17.96
HASP / Jordan Recovery Centers	0.00	238.96	0.00	0.00	0.00	238.96
Hintz Construction	0.00	0.00	0.00	0.00	127.60	127.60
Humane Society Of Del Norte	0.00	9.67	0.00	0.00	0.00	9.67
Humboldt Moving & Storage	0.00	24.87	23.49	0.00	0.00	48.36
HW3	0.00	70.46	0.00	0.00	0.00	70.46
Investment Realty	0.00	163.03	0.00	0.00	0.00	163.03
Jacob R. Crager	0.00	431.06	0.00	0.00	0.00	431.06
Larson Services	0.00	0.00	16.58	0.00	0.00	16.58
Lehman Property Management	0.00	0.00	0.00	0.00	1,885.22	1,885.22
Lighthouse Community Church	0.00	6.90	3.00	-3.00	0.00	6.90
LNL Design and Construction	0.00	0.00	20.42	0.00	0.00	20.42
Lucero, Steven	0.00	0.00	9.67	0.00	0.00	9.67
Lucky 7 Casino	0.00	0.00	0.00	0.00	0.17	0.17

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Del Norte Solid Waste Management Authority

A/R Aging Summary

As of December 31, 2012

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Malloroy Construction	0.00	13.82	8.35	0.00	0.00	22.17
Mark Wooding Construction	0.00	0.00	0.00	-120.00	0.00	-120.00
Ming Tree Real Estate	0.00	0.00	0.00	0.00	-16.10	-16.10
Moen Investments	0.00	0.00	0.00	0.00	0.00	0.00
Mountain Power Tree Co.	0.00	130.05	0.00	0.00	0.00	130.05
Mow Blow and Go	0.00	0.00	0.00	0.00	0.00	0.00
Newey, Harold L.	0.00	61.48	0.00	0.00	0.00	61.48
Niehoff Construction	0.00	72.14	0.00	0.00	0.00	72.14
Norbury Construction	0.00	0.00	0.00	0.00	296.70	296.70
North Coast Properties	0.00	438.56	10.73	0.00	-10.73	438.56
North Woods Realty	0.00	0.00	0.00	0.00	0.00	0.00
Northridge Electric	0.00	87.04	402.76	0.00	0.00	489.80
Peasley's Property Mang.	0.00	133.65	0.00	0.00	0.00	133.65
Pebble Beach Apartments	0.00	24.09	0.00	0.00	0.00	24.09
Pelican Bay Evangelical Free Church	0.00	6.90	-0.72	0.00	0.00	6.18
Pelican Bay Roofing Co.	0.00	1,545.15	2,848.86	0.00	0.00	4,394.01
Plunkett's Family Painting	0.00	53.88	0.00	0.00	0.00	53.88
Ray's Mobile Home Service	0.00	69.09	0.00	0.00	0.00	69.09
Recology Del Norte (Franchise)	0.00	68,441.95	-100,000.00	0.00	0.00	-31,558.05
Recology Del Norte (Prison)	0.00	11,575.05	0.00	0.00	0.00	11,575.05
Red Sky Roofing	0.00	5,820.69	11,177.15	0.00	0.06	16,997.90
Redwood Community Action Agency	0.00	75.98	-11.05	0.00	0.00	64.93
Redwood National Park	0.00	9.67	570.24	1,152.51	3,637.52	5,369.94
Reservation Ranch	0.00	1,236.52	1,377.45	765.41	7.00	3,386.38
Richterich & Jones Const	0.00	205.86	0.00	0.00	0.00	205.86
Ritchie Homes	0.00	505.67	0.00	0.00	0.00	505.67
Rogers, Luu T.	0.00	31.78	0.00	0.00	0.00	31.78
Ron's Hauling	0.00	0.00	0.00	0.00	-5.00	-5.00
Roy Rook Construction	0.00	287.37	0.00	0.00	0.00	287.37
Schnacker's General Hauling	0.00	0.00	16.58	6.91	139.88	163.37
Seabreeze Apartments	0.00	53.95	0.00	0.00	0.00	53.95
Shangri-la Trailer Court	0.00	0.04	0.00	0.00	0.00	0.04
Smith River Equipment	0.00	71.84	0.00	0.00	0.00	71.84
Smith River Fire Prot. Dist.	0.00	0.00	6.91	0.00	0.00	6.91
Smith River Rancheria	0.00	0.00	22.11	0.00	0.00	22.11
Snoozle Shavings, Inc.	0.00	0.00	0.00	0.00	1,212.63	1,212.63
Sprint Courier Service	0.00	98.34	0.00	0.00	0.00	98.34
Spruce Haven Mobile Home Park	0.00	0.00	0.00	0.00	0.00	0.00
Stephen F White Gen.Cont. Inc.	0.00	100.25	101.42	0.00	0.00	201.67
Stone Roofing	0.00	954.69	0.00	0.00	0.00	954.69
Stremberg Realty	0.00	0.00	0.00	0.00	-0.45	-0.45
Sutter Coast Hospital	0.00	22.11	0.00	0.00	0.00	22.11
SWEEP ALOT	0.00	0.00	0.00	0.00	0.00	0.00
Tab & Associates	0.00	0.00	0.02	0.00	0.00	0.02
Thermo Fluids, Inc. / Outbound OIL	0.00	0.00	-24.91	0.00	0.00	-24.91
Thomas Gavin Construction	0.00	13.81	0.00	0.00	0.00	13.81
Tim Haban Construction	0.00	27.63	0.00	0.00	0.00	27.63
Totem Villa Apartments	0.00	12.43	0.00	0.00	-14.96	-2.53
TRKLA/TRGAS BINS AND LF BINS	0.00	3,565.68	4,080.01	4,718.44	12,986.43	25,350.56
U.S. Forest Service-Gasquet CA	0.00	0.00	0.00	256.46	864.50	1,120.96
V Primo Construction	0.00	0.00	128.47	564.54	0.00	693.01
Van Arsdale Construction	0.00	352.31	0.00	0.00	0.00	352.31
Van Nocker's Cleaning	0.00	22.10	0.00	0.00	0.00	22.10
VISA	0.00	0.00	0.00	0.00	19.26	19.26
Wigley Contracting	0.00	23.49	0.00	0.00	0.00	23.49
Winn's Maintenance Service	0.00	0.00	0.00	0.00	-25.00	-25.00
Your Creation	0.00	0.00	0.00	0.00	1,092.66	1,092.66
Yurok Indian Housing Authority	0.00	197.57	-84.46	0.00	-38.61	74.50
Yurok Tribe	0.00	324.31	0.00	0.00	0.00	324.31
TOTAL	0.00	105,671.37	-71,952.95	10,737.43	28,035.66	72,491.51

**MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: DECEMBER 2012**

Date	Cash	Checks	Cash/Check Total	Visa	Master	Discover	Credit Card Total	Charges	Grand Total	66.53% 91003	33.47% 91004	20286	Total
1	\$ 959.09	\$ 222.43	\$ 1,181.52	\$ 395.64	\$ 6.90	\$ 8.29	\$ 410.83	\$ 394.10	\$ 1,986.45	\$ 786.07	\$ 395.45	\$ 0.07	\$ 1,181.59
2	\$ 1,332.04	\$ 468.63	\$ 1,800.67	\$ 541.93	\$ 22.11		\$ 564.04	\$ 153.35	\$ 2,518.06	\$ 1,197.99	\$ 602.68	\$ 10.00	\$ 1,810.67
3	\$ 1,245.82	\$ 526.42	\$ 1,772.24	\$ 476.57	\$ 42.83		\$ 519.40	\$ 9,380.45	\$ 11,672.09	\$ 1,179.07	\$ 593.17	(\$20.00)	\$ 1,752.24
4	\$ 500.07	\$ 75.01	\$ 575.08	\$ 168.14	\$ 131.22		\$ 299.36	\$ 5,920.01	\$ 6,794.45	\$ 382.60	\$ 192.48		\$ 575.08
5	\$ 990.94	\$ 187.40	\$ 1,178.34	\$ 356.50	\$ 121.58		\$ 478.08	\$ 5,573.53	\$ 7,229.95	\$ 783.95	\$ 394.39	\$ 0.01	\$ 1,178.35
6	\$ 965.51	\$ 216.97	\$ 1,182.48	\$ 413.92	\$ 49.74		\$ 463.66	\$ 5,798.11	\$ 7,444.25	\$ 786.70	\$ 395.78		\$ 1,182.48
7	\$ 1,174.69	\$ 521.57	\$ 1,696.26	\$ 553.68	\$ 50.85		\$ 604.53	\$ 6,773.22	\$ 9,074.01	\$ 1,128.52	\$ 567.74	\$ 0.02	\$ 1,696.28
8	\$ 1,390.89	\$ 431.80	\$ 1,822.69	\$ 1,180.45			\$ 1,180.45	\$ 2,819.84	\$ 5,822.98	\$ 1,212.64	\$ 610.05	\$ 1.95	\$ 1,824.64
9	\$ 1,425.94	\$ 234.08	\$ 1,660.02	\$ 554.20	\$ 6.91		\$ 561.11	\$ 421.39	\$ 2,642.52	\$ 1,104.41	\$ 555.61	\$ 0.10	\$ 1,660.12
10	\$ 1,165.36	\$ 328.34	\$ 1,493.70	\$ 468.86	\$ 17.96		\$ 486.82	\$ 11,510.35	\$ 13,490.87	\$ 993.76	\$ 499.94	\$ 0.01	\$ 1,493.71
11	\$ 795.77	\$ 250.80	\$ 1,046.57	\$ 284.51			\$ 284.51	\$ 8,877.79	\$ 10,208.87	\$ 696.28	\$ 350.29	\$ 0.08	\$ 1,046.65
12	\$ 800.90	\$ 128.47	\$ 929.37	\$ 179.57	\$ 170.64		\$ 350.21	\$ 5,676.00	\$ 6,955.58	\$ 618.31	\$ 311.06		\$ 929.37
13	\$ 1,239.01	\$ 135.49	\$ 1,374.50	\$ 266.49			\$ 266.49	\$ 5,467.67	\$ 7,108.66	\$ 914.45	\$ 460.05	\$ 0.02	\$ 1,374.52
14	\$ 1,088.74	\$ 144.26	\$ 1,233.00	\$ 416.97	\$ 29.01		\$ 445.98	\$ 5,659.76	\$ 7,338.74	\$ 820.31	\$ 412.69	(\$4.00)	\$ 1,229.00
15	\$ 756.49	\$ 296.54	\$ 1,053.03	\$ 229.33			\$ 229.33	\$ 350.92	\$ 1,633.28	\$ 700.58	\$ 352.45	\$ 0.34	\$ 1,053.37
16	\$ 472.55	\$ 44.21	\$ 516.76	\$ 229.82			\$ 229.82	\$ 45.59	\$ 792.17	\$ 343.80	\$ 172.96	\$ 1.00	\$ 517.76
17	\$ 674.97	\$ 107.49	\$ 782.46	\$ 504.67			\$ 504.67	\$ 8,202.49	\$ 9,489.62	\$ 520.57	\$ 261.89	\$ 0.11	\$ 782.57
18	\$ 597.87	\$ 115.28	\$ 713.15	\$ 321.12	\$ 139.30		\$ 460.42	\$ 6,613.57	\$ 7,787.14	\$ 474.46	\$ 238.69	\$ 0.04	\$ 713.19
19	\$ 772.46	\$ 430.37	\$ 1,202.83	\$ 289.80			\$ 289.80	\$ 7,303.74	\$ 8,796.37	\$ 800.24	\$ 402.59		\$ 1,202.83
20	\$ 168.47	\$ 197.57	\$ 366.04	\$ 81.50	\$ 8.29		\$ 89.79	\$ 4,840.19	\$ 5,296.02	\$ 243.53	\$ 122.51		\$ 366.04
21	\$ 740.65	\$ 162.84	\$ 903.49	\$ 285.15	\$ 52.50		\$ 337.65	\$ 5,532.21	\$ 6,773.35	\$ 601.09	\$ 302.40		\$ 903.49
22	\$ 795.64	\$ 312.13	\$ 1,107.77	\$ 769.83			\$ 769.83	\$ 537.76	\$ 2,415.36	\$ 737.00	\$ 370.77	\$ 0.10	\$ 1,107.87
23	\$ 564.98	\$ 295.18	\$ 860.16	\$ 247.30			\$ 247.30	\$ 105.01	\$ 1,212.47	\$ 572.26	\$ 287.90		\$ 860.16
24	\$ 867.31	\$ 113.27	\$ 980.58	\$ 330.98	\$ 6.90		\$ 337.88	\$ 6,987.18	\$ 8,305.64	\$ 652.38	\$ 328.20	(\$18.73)	\$ 961.85
25			\$ -				\$ -		\$ -	\$ -	\$ -		\$ -
26	\$ 1,221.70	\$ 286.96	\$ 1,508.66	\$ 201.71			\$ 201.71	\$ 6,716.45	\$ 8,426.82	\$ 1,003.71	\$ 504.95	\$ 0.50	\$ 1,509.16
27	\$ 1,671.73	\$ 513.92	\$ 2,185.65	\$ 452.04	\$ 30.05		\$ 482.09	\$ 3,872.86	\$ 6,540.60	\$ 1,454.11	\$ 731.54	(\$1.28)	\$ 2,184.37
28	\$ 1,160.97	\$ 233.48	\$ 1,394.45	\$ 694.23			\$ 694.23	\$ 6,796.52	\$ 8,885.20	\$ 927.73	\$ 466.72	(\$0.27)	\$ 1,394.18
29	\$ 1,889.24	\$ 725.79	\$ 2,615.03	\$ 710.80	\$ 35.93		\$ 746.73	\$ 3,656.93	\$ 7,018.69	\$ 1,739.78	\$ 875.25		\$ 2,615.03
30	\$ 1,532.18	\$ 793.25	\$ 2,325.43	\$ 901.51	\$ 24.87		\$ 926.38	\$ 458.70	\$ 3,710.51	\$ 1,547.11	\$ 778.32		\$ 2,325.43
31	\$ 1,542.73	\$ 173.80	\$ 1,716.53	\$ 685.87	\$ 35.92		\$ 721.79	\$ 6,793.63	\$ 9,231.95	\$ 1,142.01	\$ 574.52	0.7	\$ 1,717.23
TOTALS	\$ 30,504.71	\$ 8,673.75	\$ 39,178.46	\$ 13,193.09	\$ 983.51	\$ 8.29	\$ 14,184.89	\$ 143,239.32	\$ 196,602.67	\$ 26,065.43	\$ 13,113.03	\$ (29.23)	\$ 39,149.23

December 2012

KLAMATH TRANSFER STATION CASH

Date	Amount to 422-421	TOTAL CASH AMOUNT
	91004	
December 2, 2012	270.47	270.47
December 5, 2012	407.80	407.80
December 9, 2012	443.66	443.66
December 12, 2012	107.40	107.40
December 16, 2012	300.17	300.17
December 19, 2012	710.97	710.97
December 23, 2012	179.51	179.51
December 26, 2012	142.33	142.33
December 30, 2012	330.36	330.36
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
	2,892.67	2,892.67

December 2012

KLAMATH TRANSFER STATION CHARGES

Date	Charge Name	Receipt #	Amount to 422-421 91004	TOTAL AMOUNT
December 2, 2012	Newey	474101	25.16	25.16
December 9, 2012	Newey	474102	19.56	19.56
December 12, 2012	Newey	474103	22.36	22.36
December 12, 2012	Nolan	474104	8.35	8.35
December 19, 2012	Newey	474105	19.56	19.56
December 30, 2012	Newey	474106	30.76	30.76
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			125.75	125.75

December 2012

GASQUET TRANSFER STATION - CASH

Date	Amount to 422-421 91004	TOTAL CASH AMOUNT
DECEMBER 1, 2012	164.35	164.35
DECEMBER 8, 2012	306.93	306.93
DECEMBER 15, 2012	140.13	140.13
DECEMBER 22, 2012	150.35	150.35
DECEMBER 29, 2012	331.79	331.79
		0
		0
		0
		0
	1,093.55	1,093.55

December 2012

GASQUET TRANSFER STATION - CHARGES

Date	Charge Name	Receipt #	Amount to 422-421 91004	TOTAL AMOUNT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			0.00	0.00

DAILY TICKET REPORT
DNSWMA TRANSFER STATION
MONTH: DECEMBER 2012

	BEGIN	END	VOIDED TICKETS	TICKET COUNT
Date				
1	678681	678786		106
2	678787	678941		155
3	678942	679123		182
4	679124	679190	1	66
5	679191	679319		129
6	679320	679448		129
7	679449	679594		146
8	679595	679742		148
9	679743	679903		161
10	679904	680090	2	185
11	680091	680213		123
12	680214	680327		114
13	680328	680450		123
14	680451	680579		129
15	680580	680679		100
16	680680	680747		68
17	680748	680872	1	124
18	680873	680970		98
19	680971	681062	1	91
20	681063	681102		40
21	681103	681209		107
22	681210	681336		127
23	681337	681412		76
24	681413	681529	1	116
25	681530	681529		0
26	681530	681676	1	146
27	681677	681894		218
28	681895	682053		159
29	682054	682296		243
30	682297	682480	1	183
31	682481	682679	1	198
TOTAL			9	3990

Solid Waste
Balance Sheet
December 31, 2012

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	510,855.38
422 010 00300	Imprest Cash	100.00
422 010 01100	Accounts Receivable	7,276.15
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(148,798.00)
422 010 03450	Accum Depr Bldg & Improv	(61,906.24)
422 010 03460	Accum Depr Transfer Station	(592,144.00)
	Total Assets	<u>3,775,456.37</u>

LIABILITIES AND FUND EQUITY

422 010 05103	A/P Services	140.36
422 010 05105	Sales Tax Payable	11.60
422 010 05210	Sublease Payable	3,205,118.55
422 010 05300	Compensated Absences Payable	52,329.88
422 010 05400	Deferred Revenue	7,401.99
422 010 05500	Post Closure Liability	2,650,636.00
422 010 06900	Designated for Lease Debt Service	150,000.00
422 010 07100	Fund Balance	(2,857,215.34)
422 010 09600	Investment in Capital Assets net of related debt	531,748.00
	Revenue	1,265,374.55
	Expenditure	(1,230,089.22)
	Total Liabilities and Fund Equity	<u>3,775,456.37</u>

Solid Waste

Statement of Revenues and Expenditures
6 Months Ended 12/31/2012

		CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
Revenues:						
422-421-90153	Franchise Fees	19,983.00	101,175.00	257,000.00	(155,825.00)	39.37%
422-421-90210	Code Enforcement	0.00	0.00	1,000.00	(1,000.00)	0.00%
422-421-90300	Interest - Solid Waste	0.00	275.38	2,000.00	(1,724.62)	13.77%
422-421-91003	Gate Tipping Fees	126,147.83	755,934.98	1,760,000.00	(1,004,065.02)	42.95%
422-421-91004	Authority Service Fees	67,347.08	405,893.42	912,246.00	(506,352.58)	44.49%
422-421-91121	Misc Reimbursements	0.00	132.97	1,000.00	(867.03)	13.30%
422-421-90650-060	Oil Grant 12/13	0.00	0.00	15,000.00	(15,000.00)	0.00%
422-421-90650-074	Oil Grant - 11/12	0.00	0.00	12,216.00	(12,216.00)	0.00%
422-421-91003-099	Gate Tipping Fees - Prior Yr	66.53	1,305.85	0.00	1,305.85	0.00%
422-421-91004-099	DNSWMA Tipping Fees - Prior Yr	33.47	656.95	0.00	656.95	0.00%
422-421-91129-067	DOC Grant - 12/13	0.00	0.00	15,000.00	(15,000.00)	0.00%
422-421-91129-069	DOC Grant 11/12	0.00	0.00	8,008.00	(8,008.00)	0.00%
Total Revenues		213,577.91	1,265,374.55	2,983,470.00	(1,718,095.45)	42.41%
Expenses:						
422-421-10010	Payroll	21,111.49	148,873.92	296,207.00	147,333.08	50.26%
422-421-10012	Overtime	71.98	175.30	1,000.00	824.70	17.53%
422-421-10015	Part-time/Temp	3,179.48	16,679.76	18,300.00	1,620.24	91.15%
422-421-10020	Retirement	5,382.73	41,110.13	84,965.00	43,854.87	48.38%
422-421-10030	Employee Benefits	6,894.04	41,532.97	59,155.00	17,622.03	70.21%
422-421-10033	Employee Life Insurance	20.80	161.60	332.00	170.40	48.67%
422-421-10035	Management Life Insurance	109.31	653.72	1,299.00	645.28	50.32%
422-421-10040	Worker's Compensation	2,483.13	14,898.78	29,798.00	14,899.22	50.00%
Total Salaries and Benefits		39,252.96	264,086.18	491,056.00	226,969.82	53.78%
422-421-20121	Communications	209.55	1,027.86	2,200.00	1,172.14	46.72%
422-421-20140	Household Expense	519.28	1,595.34	3,500.00	1,904.66	45.58%
422-421-20150	Insurance-Office	0.00	0.00	5,850.00	5,850.00	0.00%
422-421-20151	Liability Insurance	0.00	0.00	2,500.00	2,500.00	0.00%
422-421-20152	Vehicle Insurance	1,237.80	1,237.80	1,400.00	162.20	88.41%
422-421-20155	Liability Insurance	715.25	1,430.50	2,573.00	1,142.50	55.60%
422-421-20170	Maintenance-Equipment	0.00	0.00	500.00	500.00	0.00%
422-421-20171	Maintenance-Vehicles	8.56	57.06	500.00	442.94	11.41%
422-421-20175	Maintenance-Computers	0.00	0.00	500.00	500.00	0.00%
422-421-20180	Maint-Structures/Improvements & TS M	0.00	0.00	500.00	500.00	0.00%
422-421-20200	Memberships	0.00	7,400.00	7,500.00	100.00	98.67%
422-421-20221	Printing	0.00	5.17	400.00	394.83	1.29%
422-421-20223	Postage	244.27	728.45	1,400.00	671.55	52.03%
422-421-20224	Office Supplies	554.74	2,905.12	7,000.00	4,094.88	41.50%
422-421-20227	Books/Subscriptions	0.00	0.00	399.00	399.00	0.00%
422-421-20230	Prof Serv-Co/City	0.00	563.89	20,000.00	19,436.11	2.82%
422-421-20231	Prof Serv	0.00	0.00	2,500.00	2,500.00	0.00%
422-421-20232	Prof Serv-Well Monitoring	1,923.00	11,842.00	30,000.00	18,158.00	39.47%
422-421-20233	Audit	0.00	0.00	8,850.00	8,850.00	0.00%
422-421-20234	Legal Counsel	1,674.40	4,353.71	12,000.00	7,646.29	36.28%
422-421-20235	Treasurer	375.00	1,875.00	4,500.00	2,625.00	41.67%
422-421-20236	Security	0.00	72.00	500.00	428.00	14.40%
422-421-20237	Credit Card Service Fees	523.96	3,253.64	4,000.00	746.36	81.34%
422-421-20238	TS Collection	1,442.24	16,771.10	27,000.00	10,228.90	62.12%
422-421-20239	Transfer Station Operations	155,797.50	652,999.88	1,800,000.00	1,147,000.12	36.28%
422-421-20240	Advertising/Publications	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20250	Lease of Equipment	246.82	1,368.58	3,500.00	2,131.42	39.10%
422-421-20251	Lease - Gasquet Transfer Station	0.00	0.00	700.00	700.00	0.00%
422-421-20270	Minor Equipment	2,571.22	2,571.22	5,100.00	2,528.78	50.42%
422-421-20280	Delivery Service	98.00	168.00	600.00	432.00	28.00%
422-421-20281	Household Hazardous Waste Event	0.00	30,305.00	35,000.00	4,695.00	86.59%
422-421-20283	Community Clean-up	429.71	1,289.13	5,000.00	3,710.87	25.78%
422-421-20285	Special Dept Expense	0.00	684.79	1,500.00	815.21	45.65%
422-421-20286	Cash Over/Under	(25.59)	515.74	182.00	(333.74)	283.37%
422-421-20288	City Collections	1,481.74	4,445.22	17,000.00	12,554.78	26.15%
422-421-20290	Travel	83.99	1,386.00	3,000.00	1,614.00	46.20%
422-421-20297	Vehicle Fuel	140.36	1,031.97	1,500.00	468.03	68.80%
422-421-20301	State Fees	0.00	24,160.00	55,415.00	31,255.00	43.60%
422-421-20221-060	Printing-Oil Grant - 12/13	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20221-067	Printing-DOC Grant 12/13	0.00	0.00	400.00	400.00	0.00%
422-421-20221-074	Printing - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20239-001	Post Closure Maintenance	0.00	4,088.32	5,000.00	911.68	81.77%
422-421-20240-060	Advertising Oil Grant - 12/13	0.00	0.00	3,050.00	3,050.00	0.00%
422-421-20240-067	Advertising- DOC Grant 12/13	0.00	0.00	2,600.00	2,600.00	0.00%
422-421-20240-069	Advertising - DOC Grant 11/12	0.00	150.00	(1,076.00)	(1,226.00)	-13.94%

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Solid Waste

Statement of Revenues and Expenditures
6 Months Ended 12/31/2012

	CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
422-421-20240-074 Advertising - Oil Grant 11/12	1,165.00	4,013.80	5,050.00	1,036.20	79.48%
422-421-20285-060 Spec Dept Exp-Oil Grant - 12/13	0.00	0.00	6,500.00	6,500.00	0.00%
422-421-20285-067 Spec Dept Exp-DOC Grant 12/13	0.00	0.00	6,000.00	6,000.00	0.00%
422-421-20285-069 Spec Dept Exp - DOC Grant 11/12	30.00	405.00	3,085.00	2,680.00	13.13%
422-421-20285-074 Spec Dept Exp - Oil Grant 11/12	0.00	500.00	2,616.00	2,116.00	19.11%
422-421-20290-060 Travel-Oil Grant - 12/13	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20290-067 Travel DOC Grant 12/13	0.00	0.00	2,000.00	2,000.00	0.00%
422-421-20290-069 Travel - DOC Grant 11/12	0.00	1,919.48	2,000.00	80.52	95.97%
422-421-20290-074 Travel - Oil Grant 11/12	0.00	0.00	1,000.00	1,000.00	0.00%
Total Services and Supplies	171,448.80	787,120.77	2,116,794.00	1,329,673.23	37.18%
422-421-30490 Depreciation Expense	0.00	0.00	110,267.00	110,267.00	0.00%
Total Other Charges	0.00	0.00	110,267.00	110,267.00	0.00%
Total Fixed Assets	0.00	0.00	0.00	0.00	0.00%
422-421-70800 ARC Payment OPEB	0.00	0.00	11,125.00	11,125.00	0.00%
422-421-81000 Contingency	0.00	0.00	2,400.00	2,400.00	0.00%
422-421-70530-025 Interfund-Repayment to County	0.00	154,720.27	203,500.00	48,779.73	76.03%
422-421-70530-199 Interfund-Cost Plan	4,027.00	24,162.00	48,328.00	24,166.00	50.00%
Total Intrafund Transfers	4,027.00	178,882.27	265,353.00	86,470.73	67.41%
Total Expenses	214,728.76	1,230,089.22	2,983,470.00	1,753,380.78	41.23%
Revenues Over (Under) Expenditures	(1,150.85)	35,285.33	0.00	35,285.33	0.00%

CLAIMS APPROVED BY THE DIRECTOR				Jan-13
Date Paid	Paid to:	Budget	Amt. Paid	Description
1/11/2013	Crescent Ace Hardware	20224	\$126.32	Inv#412321
1/11/2013	Crescent Ace Hardware	20224	\$23.58	Inv#412056
1/11/2013	Crescent Ace Hardware	20239-01	\$26.81	Inv#411281
1/11/2013	Crescent Ace Hardware	20239-01	\$78.63	Inv#411279
1/11/2013	Crescent Ace Hardware	20239-01	\$310.71	Inv#411146
1/11/2013	Crescent Ace Hardware	20239-01	\$4.99	Inv#411063
1/11/2013	Crescent Ace Hardware	20239-01	\$134.63	Inv#414020 Fuel/Cleaning
1/11/2013	Crescent Ace Hardware	20239-01	\$365.13	Inv#413857 BobCat Rental/Waver/Delivery
1/11/2013	Crescent Ace Hardware	20239-01	\$9.13	Inv#413805 Flex Cast/ Nylon Tie Wrap
1/11/2013	Merle Helstowski Signs	20285	\$40.00	Speed Limit Sign
1/11/2013	Curry Transfer Roto-Rooter	20140	\$140.23	KTS Service 12/01-12/31/2012
1/11/2013	Curry Transfer Roto-Rooter	20140	\$128.23	GTS Service 12/01-12/31/2012
1/11/2013	U.S. Cellular	20121	\$91.38	Service 01/04/13-02/03/13
1/11/2013	Mission Linen Supply	20140	\$3.18	Late Fee
1/11/2013	Mission Linen Supply	20140	\$68.31	Secember Service 12/11/12 &12/25/12
1/11/2013	Bi-Coastal Media	20240-069	\$30.00	KPOD-AM RADIO ADS
1/11/2013	Bi-Coastal Media	20240-069	\$395.00	KCRE-FM RADIO ADS
1/11/2013	Bi-Coastal Media	20240-069	\$145.00	KPOD-FM RADIO ADS
1/11/2013	G.H. Outreach	20285-069	\$15.00	12/27 Sheriff Dept.
1/11/2013	G.H. Outreach	20285-069	\$15.00	12/10 Sheriff Dept.
1/11/2013	G.H. Outreach	20285-069	\$15.00	12/07 Board of Sup.
1/11/2013	G.H. Outreach	20285-069	\$15.00	12/06 Planning Dept.
1/11/2013	G.H. Outreach	20285-069	\$15.00	12/06 Roads Dept.
1/11/2013	G.H. Outreach	20285-069	\$15.00	12/04 Peronal Office
1/11/2013	Tylor, Richard D.	20235	\$375.00	December Treasure/Controller Services
1/11/2013	Babcock,Lisa	20290	\$23.87	Milage Report 43@.555
1/23/2013	Ricoh USA, INC	20250	\$249.41	Current Billing 12/30/12-01/29/13
1/23/2013	Smchmitt, Rita	20290	\$21.09	Mileage Report 38 @.555=21.09
1/23/2013	Sharps Solutions	20281	\$855.00	38 Gal Regulated Wate UN3291
1/23/2013	U.S. Bank	20285	\$358.48	Tornado Purging Pump
1/23/2013	U.S. Bank	20285	\$115.62	Shop Labor/Eval-WA
1/23/2013	U.S. Bank	20285	\$32.53	Replacment Battery
1/23/2013	U.S. Bank	20285	\$74.99	Rain Suit
1/23/2013	Recology Del Norte	20238	\$ 1,261.96	Klamath Beach Rd.
1/23/2013	Recology Del Norte	20238	\$ 540.84	Old Gasquet Toll
1/23/2013	Recology Del Norte	20288	\$ 237.10	900 Tenth St. City Yard
1/23/2013	Recology Del Norte	20283	\$ 429.71	500 Cooper Ave. County Yard
1/23/2013	Recology Del Norte	20288	\$ 1,244.64	1001 Front St. Cultral Center
1/23/2013	Del Norte Office Suppy	20224	\$ 127.88	Office Supplies
1/23/2013	SWRCB Fees	12940	\$ 1,359.00	Annual Permit Fee
1/23/2013	101 Auto Parts	20171	\$ 89.21	Heater for 4 Runner
1/23/2013	Babcock,Lisa	20290	\$ 15.54	Mileage Report 28@.555
TOTAL			\$ 9,623.13	

3.5

GRAND TOTALS

January 2013

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
DNCTS Cash Total	28,554.04	14,365.01	42,919.05
DNCTS Charge Total	102,771.55	51,702.45	154,474.00
DNCTS Credit/Debit	10,513.63	5,289.21	15,802.84
DNCTS Totals	141,839.22	71,356.67	213,195.89
Klamath Cash Total		3,877.96	3,877.96
Klamath Charge Total		162.04	162.04
Klamath Totals		4,040.00	4,040.00
Gasquet Cash Total		917.35	917.35
Gasquet Charge Total			
Gasquet Totals		917.35	917.35
Adjustments			
GRAND TOTALS	141,839.22	76,314.02	218,153.24

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02/13/13

Del Norte Solid Waste Management Authority

A/R Aging Summary

As of January 31, 2013

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Abandoned Vehicle Abatement	0.00	0.00	605.92	3,966.57	0.00	4,572.49
Adventures in Hair	17.96	-0.02	0.00	0.00	0.00	17.94
Affordable Home & Rental Rep.	67.50	67.01	0.00	0.00	0.00	134.51
Agricultural Commission	35.91	8.29	33.13	28.99	99.41	205.73
Aladdin Reality	11.05	42.83	31.49	0.00	0.00	85.37
Albers Seafood	0.00	0.00	48.36	0.00	0.00	48.36
Alexandre EcoDairy Farms	527.78	0.00	0.00	0.00	0.00	527.78
Babich Construction	38.68	0.00	0.00	0.00	0.00	38.68
Bad Checks/Co Collector	0.00	0.00	0.00	0.00	43.78	43.78
Bart Kast Builders	69.08	0.00	0.00	0.00	0.00	69.08
Bayside Escavation	24.87	0.00	0.00	0.00	0.00	24.87
BCM Consturion Company	1,555.55	1,302.52	0.00	0.00	0.00	2,858.07
Benner Mini Storage	9.68	0.00	0.00	0.00	0.00	9.68
Bommelyn / Hartley Construction	178.22	35.20	0.00	-35.20	0.00	178.22
Bommelyn Construction	0.00	22.11	19.34	0.00	140.20	181.65
Borges Dairy	62.18	55.27	24.87	0.00	0.00	142.32
Brown, Hector	218.29	0.00	0.00	0.00	0.00	218.29
C.A.R.R.E. / Full - Spectrum	256.17	0.00	0.00	0.00	0.00	256.17
Cal-Ore LIFE FLIGHT	0.00	30.40	0.00	0.00	0.00	30.40
Cal-Trans	137.91	64.37	3.46	0.00	0.00	205.74
California Auto Image	73.22	0.00	0.00	0.00	0.00	73.22
California Construction Co.	8.29	0.00	0.00	0.00	0.00	8.29
California Dept. of Fish & Game	0.00	19.33	0.00	0.00	0.00	19.33
California Dept. Parks & Rec.	331.10	102.22	201.70	332.73	164.84	1,132.59
Calvary Chapel	0.00	0.00	0.00	0.00	0.00	0.00
Castal Rock Countertop's	16.58	59.41	0.00	0.00	0.00	75.99
Certified Construction	6.90	0.00	0.00	0.00	0.00	6.90
Certified Plumbing Co.	6.90	0.00	0.00	0.00	0.00	6.90
Charter Communication	0.00	0.00	22.11	0.00	0.00	22.11
City of Crescent City.	72.45	190.27	24.87	0.00	370.11	657.70
Coke Associates	0.00	0.00	0.00	128.49	0.00	128.49
College of the Redwoods	100.86	44.21	0.00	-33.16	-51.12	60.79
Combined Maintance Services	954.89	383.37	182.80	112.30	0.00	1,633.36
Corner Stone Assembly of God	44.21	37.30	0.00	0.00	-0.30	81.21
Cory, Charles	0.00	0.00	0.00	0.00	576.49	576.49
Crescent Ace Hardware.	273.57	0.00	0.00	0.00	0.00	273.57
Crescent City KOA	51.41	0.01	0.00	0.00	0.00	51.42
Crescent City Nursing & Rehab	0.00	11.13	0.00	0.00	0.00	11.13
Crescent City, Harbor	0.00	0.00	0.00	0.00	0.01	0.01
Crescent Fire Protection Dist.	64.91	24.86	24.86	26.25	0.00	140.88
Crescent Senior Estates	93.24	0.00	0.00	0.00	0.00	93.24
Custom Construction	0.00	0.00	8.29	0.00	0.00	8.29
DEBIT	0.00	0.00	0.00	0.00	190.46	190.46
Del Norte Ambulance	4.84	19.34	0.00	0.00	0.00	24.18
Del Norte County Road Dept.	15.80	189.05	0.00	19.95	159.48	384.28
Del Norte Parks & Recreation	171.27	548.49	421.38	380.25	2,133.46	3,654.85
Del Norte Realty	109.27	61.36	0.00	98.09	-98.09	170.63
Del Norte Roofing	352.30	0.00	237.63	187.95	0.00	777.88
Del Norte Solid Waste Mngmt	1.38	16.32	47.99	53.88	1,865.83	1,985.40
Del Norte Storage	44.21	0.00	0.00	0.00	0.00	44.21
Direct TV	0.00	6.91	0.00	0.00	0.00	6.91
DN Unified School District	255.73	41.82	972.24	0.00	0.00	1,269.79
DNC Building Maintenance	24.86	0.00	0.00	0.00	109.23	134.09
DNC Code Enforcement - Blight	1,127.61	0.00	0.00	0.00	0.00	1,127.61
DNC Public Nuisance Abatement	7,638.12	0.00	0.00	0.00	0.00	7,638.12
Dutra Materials	0.00	9.67	0.00	0.00	0.00	9.67
Elk Valley Casino	21.92	-16.39	0.00	0.00	0.00	5.53
Elk Valley Rancheria	0.00	0.00	144.07	0.00	14.33	158.40
Elk Valley Storage	0.00	0.00	-17.96	-15.18	0.00	-33.14
Ellers Fort Dick Market	244.55	0.00	0.00	0.00	0.00	244.55
Extra Muscle - Joel Johnson	0.00	0.00	0.00	0.00	60.19	60.19
Frankin's Plumbing	15.20	13.81	17.96	0.00	15.20	62.17
Franklin's Plumbing	0.00	-33.16	0.00	0.00	0.00	-33.16
G. H. Outreach	13.55	262.51	0.00	0.00	0.00	276.06
Golden State Construction	212.77	283.70	0.00	0.00	0.00	496.47
GR Construction	0.00	41.45	20.72	270.38	311.67	644.22

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Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of January 31, 2013

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Green Scapes	133.40	0.00	0.00	0.00	0.00	133.40
Griffin's Furniture Outlet	0.00	-0.10	0.00	0.00	0.00	-0.10
Hambro Forest Products, Inc.	0.00	35.92	51.12	0.00	0.00	87.04
Hambro/Waste Solutions Group	26.11	0.00	0.00	0.00	0.00	26.11
Hank's Hauling	598.23	0.00	0.00	0.00	0.00	598.23
Hartley Construction	0.00	0.00	17.96	0.00	0.00	17.96
HASP / Jordan Recovery Centers	548.98	308.11	0.00	0.00	0.00	857.09
Hintz Construction	0.00	0.00	0.00	0.00	127.60	127.60
Humane Society Of Del Norte	0.00	15.19	0.00	0.00	0.00	15.19
Humboldt Moving & Storage	41.45	0.00	0.00	0.00	0.00	41.45
Investment Realty	153.27	19.34	0.00	0.00	0.00	172.61
Jacob R. Crager	302.57	0.00	0.00	0.00	0.00	302.57
Larson Services	0.00	27.63	0.00	16.58	0.00	44.21
Lehman Property Management	0.00	0.00	0.00	0.00	1,885.22	1,885.22
Lesina Trucking	0.00	15.20	0.00	0.00	0.00	15.20
Lighthouse Community Church	32.38	42.83	6.90	3.00	-3.00	82.11
LNL Design and Construction	40.06	30.39	0.00	20.42	0.00	90.87
Lucero, Steven	0.00	0.00	0.00	9.67	0.00	9.67
Lucky 7 Casino	141.36	0.00	0.00	0.00	0.17	141.53
Malloroy Construction	0.00	12.43	0.00	0.00	0.00	12.43
Mark Wooding Construction	0.00	0.00	0.00	0.00	-120.00	-120.00
Mastaloudis Homes Inc.	37.33	13.82	0.00	0.00	0.00	51.15
McMurray & Sons Roofing	55.26	0.00	0.00	0.00	0.00	55.26
Ming Tree Real Estate	0.00	0.00	0.00	0.00	-16.10	-16.10
Moen Investments	0.00	98.60	0.00	0.00	0.00	98.60
Mountain Power Tree Co.	75.99	42.84	0.00	0.00	0.00	118.83
Mow Blow and Go	2.90	0.00	0.00	0.00	0.00	2.90
Murray Construction	17.96	0.00	0.00	0.00	0.00	17.96
Newey, Harold L.	117.40	0.00	0.00	0.00	0.00	117.40
Niehoff Construction	281.85	232.11	72.14	0.00	0.00	586.10
Norbury Construction	0.00	0.00	0.00	0.00	296.70	296.70
North Coast Properties	20.72	0.00	0.00	10.73	-10.73	20.72
North Woods Realty	6.91	0.00	0.00	0.00	0.00	6.91
Northcoast Marine Mammal Ctr.	6.90	0.00	0.00	0.00	0.00	6.90
Northridge Electric	247.31	260.10	0.00	0.00	0.00	507.41
Pacific Coast Realty & Prop.	150.59	0.00	0.00	0.00	0.00	150.59
Pappas Dry Wall	30.39	0.00	0.00	0.00	0.00	30.39
Peasley's Property Mang.	86.68	0.00	0.00	0.00	0.00	86.68
Pelican Bay Evangelical Free Church	8.29	0.00	0.00	-0.72	0.00	7.57
Pelican Bay Roofing Co.	886.98	0.00	0.00	0.00	0.00	886.98
Ray's Mobile Home Service	149.22	0.00	-81.63	0.00	0.00	67.59
Recology Del Norte (Franchise)	98,250.72	40,340.78	55,213.78	-100,000.00	0.00	93,805.28
Recology Del Norte (Prison)	12,145.63	12,923.47	11,575.05	0.00	0.00	36,644.15
Red Sky Roofing	7,672.04	3,803.47	5,820.69	11,177.15	0.06	28,473.41
Redwood Community Action Agency	116.03	16.56	19.34	-11.05	0.00	140.88
Redwood National Park	0.00	0.00	9.67	570.24	4,790.03	5,369.94
Reservation Ranch	642.44	0.00	0.00	0.00	0.00	642.44
Ritchie Homes	521.26	959.39	0.00	0.00	0.00	1,480.65
Rogers, Luu T.	39.64	75.32	31.78	0.00	0.00	146.74
Ron's Hauling	0.00	0.00	0.00	0.00	-5.00	-5.00
Roy Rook Construction	534.68	273.55	0.00	0.00	0.00	808.23
Ruiz Construction	0.00	29.01	0.00	0.00	0.00	29.01
Rural Human Services	29.88	-29.88	0.00	0.00	0.00	0.00
S.O.S. Construction	15.20	0.00	0.00	0.00	0.00	15.20
Schnacker's General Hauling	11.05	8.29	0.00	16.58	146.79	182.71
Seagull Apartments	42.41	0.00	0.00	0.00	0.00	42.41
Seawood Village	3,163.86	0.00	0.00	0.00	0.00	3,163.86
Shangri-la Trailer Court	42.83	0.00	0.04	0.00	0.00	42.87
Smith River Alliance	0.00	17.96	0.00	0.00	0.00	17.96
Smith River Equipment	8.29	41.45	0.00	0.00	0.00	49.74
Smith River Fire Prot. Dist.	0.00	0.00	0.00	6.91	0.00	6.91
Smith River Rancheria	757.32	194.14	0.00	0.00	0.00	951.46
Snoozle Shavings, Inc.	0.00	548.50	0.00	0.00	1,212.63	1,761.13
Spruce Haven Mobile Home Park	0.00	0.00	0.00	0.00	0.00	0.00
Stephen F White Gen.Cont. Inc.	111.85	147.64	100.25	101.42	0.00	461.16
Stone Roofing	2,698.27	2,265.81	0.00	0.00	0.00	4,964.08

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02/13/13

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of January 31, 2013

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Stremberg Realty	0.00	0.00	0.00	0.00	-0.45	-0.45
SWEEP ALOT	0.00	0.00	0.00	0.00	0.00	0.00
Tab & Associates	445.53	0.00	0.00	0.02	0.00	445.55
Thermo Fluids, Inc. / Outbound OIL	0.00	0.00	0.00	-24.91	0.00	-24.91
Thomas Gavin Construction	0.00	8.29	0.00	0.00	0.00	8.29
Thrifty Supply	29.01	0.00	0.00	0.00	0.00	29.01
Tim Haban Construction	38.69	0.00	0.00	0.00	0.00	38.69
Totem Villa Apartments	75.74	0.00	0.00	0.00	-14.96	60.78
TRKLA/TRGAS BINS AND LF BINS	5,988.61	3,139.24	3,565.68	4,080.01	17,704.87	34,478.41
U.S. Forest Service-Gasquet CA	0.00	0.00	0.00	0.00	1,120.96	1,120.96
V Primo Construction	6.91	40.07	0.00	128.47	564.54	739.99
Van Arsdale Construction	1,210.29	1,137.06	0.00	0.00	0.00	2,347.35
Van Nocker's Cleaning	37.05	0.00	0.00	0.00	0.00	37.05
VISA	0.00	0.00	0.00	0.00	19.26	19.26
Wigley Contracting	8.29	0.00	0.00	0.00	0.00	8.29
Winn's Maintance Service	0.00	0.00	0.00	0.00	-25.00	-25.00
Your Creation	0.00	0.00	0.00	0.00	1,092.66	1,092.66
Yurok Indian Housing Authority	0.00	0.00	123.07	-84.46	-38.61	0.00
Yurok Tribe	184.65	211.81	0.00	0.00	0.00	396.46
TOTAL	154,591.40	71,251.31	79,601.07	-78,457.65	34,832.82	261,818.95

MONTHLY SPLIT SHEET

DNSWMA TRANSFER STATION

MONTH: January 2013

Date	Cash	Checks	Cash/Check Total	Visa	Master	Discover	Credit Card Total	Charges	Grand Total	66.53% 91003	33.47% 91004	20286	Total
1			\$ -				\$ -		\$ -	\$ -	\$ -		\$ -
2	\$ 2,270.89	\$ 411.74	\$ 2,682.63	\$ 854.28	\$ 64.93		\$ 919.21	\$ 8,835.75	\$ 12,437.59	\$ 1,784.75	\$ 897.88	\$ 1.84	\$ 2,684.47
3	\$ 1,192.14	\$ 252.48	\$ 1,444.62	\$ 350.89			\$ 350.89	\$ 6,559.28	\$ 8,354.79	\$ 961.11	\$ 483.51	\$ (0.11)	\$ 1,444.51
4	\$ 1,201.71	\$ 417.78	\$ 1,619.49	\$ 602.01	\$ 136.78		\$ 738.79	\$ 5,805.35	\$ 8,163.63	\$ 1,077.45	\$ 542.04	\$ (0.65)	\$ 1,618.84
5	\$ 1,745.07	\$ 337.66	\$ 2,082.73	\$ 603.37	\$ 69.08		\$ 672.45	\$ 2,827.14	\$ 5,582.32	\$ 1,385.64	\$ 697.09	\$ 0.34	\$ 2,083.07
6	\$ 1,195.63	\$ 250.52	\$ 1,446.15	\$ 501.90			\$ 501.90	\$ 417.41	\$ 2,365.46	\$ 962.12	\$ 484.03	\$ 0.15	\$ 1,446.30
7	\$ 749.95	\$ 196.68	\$ 946.63	\$ 293.55	\$ 37.30		\$ 330.85	\$ 15,566.79	\$ 16,844.27	\$ 629.79	\$ 316.84	\$ 0.25	\$ 946.88
8	\$ 1,182.47	\$ 220.63	\$ 1,403.10	\$ 326.73	\$ 26.24	\$ 6.90	\$ 359.87	\$ 7,428.99	\$ 9,191.96	\$ 933.48	\$ 469.62	\$ 0.98	\$ 1,404.08
9	\$ 492.50	\$ 80.13	\$ 572.63	\$ 392.34	\$ 11.05		\$ 403.39	\$ 4,969.60	\$ 5,945.62	\$ 380.97	\$ 191.66		\$ 572.63
10	\$ 1,183.82	\$ 79.78	\$ 1,263.60	\$ 386.71	\$ 228.76		\$ 615.47	\$ 3,763.42	\$ 5,642.49	\$ 840.67	\$ 422.93	\$ 0.10	\$ 1,263.70
11	\$ 1,170.30	\$ 125.45	\$ 1,295.75	\$ 776.49	\$ 96.71		\$ 873.20	\$ 6,148.32	\$ 8,317.27	\$ 862.06	\$ 433.69	\$ (0.09)	\$ 1,295.66
12	\$ 1,175.91	\$ 642.81	\$ 1,818.72	\$ 571.86	\$ 157.50		\$ 729.36	\$ 165.79	\$ 2,713.87	\$ 1,209.99	\$ 608.73	\$ 1.20	\$ 1,819.92
13	\$ 863.25	\$ 171.30	\$ 1,034.55	\$ 532.27	\$ 20.72		\$ 552.99	\$ 736.39	\$ 2,323.93	\$ 688.29	\$ 346.26	\$ (4.91)	\$ 1,029.64
14	\$ 1,181.50	\$ 209.95	\$ 1,391.45	\$ 409.53	\$ 10.30		\$ 419.83	\$ 10,184.52	\$ 11,995.80	\$ 925.73	\$ 465.72		\$ 1,391.45
15	\$ 1,170.79	\$ 332.97	\$ 1,503.76	\$ 264.04	\$ 34.54		\$ 298.58	\$ 6,781.85	\$ 8,584.19	\$ 1,000.45	\$ 503.31	\$ (1.19)	\$ 1,502.57
16	\$ 1,565.82	\$ 925.79	\$ 2,491.61	\$ 433.82	\$ 25.53		\$ 459.35	\$ 5,629.61	\$ 8,580.57	\$ 1,657.67	\$ 833.94	\$ 0.99	\$ 2,492.60
17	\$ 1,219.69	\$ 183.96	\$ 1,403.65	\$ 350.48	\$ 40.35		\$ 390.83	\$ 4,461.33	\$ 6,255.81	\$ 933.85	\$ 469.80	\$ (1.02)	\$ 1,402.63
18	\$ 1,323.33	\$ 111.31	\$ 1,434.64	\$ 1,087.83	\$ 19.34		\$ 1,107.17	\$ 6,704.82	\$ 9,246.63	\$ 954.47	\$ 480.17	\$ 0.15	\$ 1,434.79
19	\$ 1,749.89	\$ 303.46	\$ 2,053.35	\$ 774.08	\$ 19.34		\$ 793.42	\$ 500.14	\$ 3,346.91	\$ 1,366.09	\$ 687.26	\$ (0.01)	\$ 2,053.34
20	\$ 1,096.33	\$ 260.87	\$ 1,357.20	\$ 384.31		\$ 31.78	\$ 416.09	\$ 189.70	\$ 1,962.99	\$ 902.95	\$ 454.25	\$ 0.10	\$ 1,357.30
21	\$ 1,047.60	\$ 325.06	\$ 1,372.66	\$ 267.65			\$ 267.65	\$ 7,366.46	\$ 9,006.77	\$ 913.23	\$ 459.43	\$ 0.20	\$ 1,372.86
22	\$ 1,176.89	\$ 302.66	\$ 1,479.55	\$ 474.06	\$ 262.84		\$ 736.90	\$ 6,459.16	\$ 8,675.61	\$ 984.34	\$ 495.21		\$ 1,479.55
23	\$ 281.94	\$ 173.98	\$ 455.92	\$ 176.84			\$ 176.84	\$ 6,565.97	\$ 7,198.73	\$ 303.32	\$ 152.60		\$ 455.92
24	\$ 752.33	\$ 425.57	\$ 1,177.90	\$ 605.20			\$ 605.20	\$ 4,639.12	\$ 6,422.22	\$ 783.66	\$ 394.24	\$ 0.04	\$ 1,177.94
25	\$ 678.63	\$ 111.66	\$ 790.29	\$ 179.35			\$ 179.35	\$ 5,381.24	\$ 6,360.88	\$ 525.78	\$ 264.51	\$ 0.28	\$ 790.57
26	\$ 1,390.36	\$ 492.68	\$ 1,883.04	\$ 512.99			\$ 512.99	\$ 99.47	\$ 2,495.50	\$ 1,252.79	\$ 630.25	\$ (0.01)	\$ 1,883.03
27	\$ 1,044.11	\$ 366.00	\$ 1,410.11	\$ 301.35	\$ 31.77		\$ 333.12	\$ 70.76	\$ 1,813.99	\$ 938.15	\$ 471.96	\$ 0.02	\$ 1,410.13
28	\$ 1,064.78	\$ 345.38	\$ 1,410.16	\$ 395.44	\$ 45.58		\$ 441.02	\$ 7,982.38	\$ 9,833.56	\$ 938.18	\$ 471.98	\$ 0.09	\$ 1,410.25
29	\$ 1,043.39	\$ 333.99	\$ 1,377.38	\$ 442.86			\$ 442.86	\$ 6,824.89	\$ 8,645.13	\$ 916.37	\$ 461.01	\$ (0.99)	\$ 1,376.39
30	\$ 1,051.83	\$ 184.24	\$ 1,236.07	\$ 513.68	\$ 30.39		\$ 544.07	\$ 5,772.00	\$ 7,562.14	\$ 822.36	\$ 413.71	\$ 0.10	\$ 1,236.17
31	\$ 906.55	\$ 173.16	\$ 1,079.71	\$ 629.20			\$ 629.20	\$ 5,636.35	\$ 7,345.26	\$ 718.33	\$ 361.38	\$ (1.00)	\$ 1,078.71
TOTALS	\$34,169.40	\$8,749.65	\$42,919.05	\$14,395.11	\$1,369.05	\$ 38.68	\$15,802.84	\$154,474.00	\$213,195.89	\$28,554.04	\$14,365.01	\$ (3.15)	\$42,915.90

January 2013

KLAMATH TRANSFER STATION CASH

Date	Amount to 422-421	TOTAL CASH AMOUNT
	91004	
January 2, 2013	211.58	211.58
January 6, 2013	698.13	698.13
January 9, 2013	455.61	455.61
January 13, 2013	219.27	219.27
January 16, 2013	467.20	467.20
January 20, 2013	568.65	568.65
January 23, 2013	243.37	243.37
January 27, 2013	591.84	591.84
January 30, 2013	422.31	422.31
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
	3,877.96	3,877.96

January 2013

KLAMATH TRANSFER STATION CHARGES

Date	Charge Name	Receipt #	Amount to 422-421 91004	TOTAL AMOUNT
01/09/13	Yurok Tribe Housing Auth	474107	78.21	78.21
01/09/13	Newey	474108	19.56	19.56
01/20/13	Newey	474109	27.96	27.96
01/30/13	Newey	474110	25.16	25.16
01/30/13	Yurok Tribe Housing Auth	474111	11.15	11.15
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
			162.04	162.04

January 2013

GASQUET TRANSFER STATION - CASH

Date	Amount to 422-421 91004	TOTAL CASH AMOUNT
January 5, 2013	314.28	314.28
January 12, 2013	114.27	114.27
January 19, 2013	307.63	307.63
January 26, 2013	181.17	181.17
		0.00
		0.00
		0.00
		0.00
		0.00
	917.35	917.35

January 2013

GASQUET TRANSFER STATION - CHARGES

[illegible]

DAILY TICKET REPORT				
DNSWMA TRANSFER STATION				
MONTH: JANUARY 2013				
	BEGIN	END	VOIDED TICKETS	TICKET COUNT
Date				
1	1		0	0
2	682680	682935	1	255
3	682936	683099		164
4	683100	683270	1	170
5	683271	683466		196
6	683467	683604	2	136
7	683605	683750	1	145
8	683751	683910		160
9	683911	683989	1	78
10	683990	684090		101
11	684091	684236		146
12	684237	684404		168
13	684405	684536	1	131
14	684537	684689	1	152
15	684690	684822		133
16	684823	684987		165
17	684988	685114		127
18	685115	685234		120
19	685235	685410	1	175
20	685411	685526	1	115
21	685527	685654	1	127
22	685655	685806	3	149
23	685807	685857		51
24	685858	685972	3	112
25	685973	686051		79
26	686052	686209	2	156
27	686210	686329		120
28	686330	686455		126
29	686456	686567		112
30	686568	686709	1	141
31	686710	686827	2	116
TOTAL			22	4126

AUTHORITY REVENUE REPORT December 2012

Source	2011/2012	2012/2013				
Authority	Actual Annual					
Service Fees	\$ 987,823.58	<table border="0"> <tr> <td>Budget/Month</td> <td>Budget/Year</td> </tr> <tr> <td>\$ 76,020.00</td> <td>\$ 912,246.00</td> </tr> </table>	Budget/Month	Budget/Year	\$ 76,020.00	\$ 912,246.00
Budget/Month	Budget/Year					
\$ 76,020.00	\$ 912,246.00					

	Actual/Month	Comparison		Actual/Month	Over Budget
		FYE12	FYE13		
July	\$ 91,316.00	\$	(3,907.19)	July	\$ 87,408.81
August	\$ 98,511.00	\$	(5,878.00)	August	\$ 92,633.00
September	\$ 90,294.02	\$	2,634.92	September	\$ 92,928.94
October	\$ 81,444.29	\$	1,303.28	October	\$ 82,747.57
November	\$ 68,955.61	\$	2,002.53	November	\$ 70,958.14
December	\$ 79,561.48	\$	(9,646.60)	December	\$ 69,914.88
January	\$ 86,911.76			January	
February	\$ 72,975.87			February	
March	\$ 78,875.22			March	
April	\$ 73,724.03			April	
May	\$ 83,672.34			May	
June	\$ 81,581.96			June	
Total	\$ 987,823.58			Total	\$ 40,470.40
				Pay Hambro	\$ (20,430.14)
				Net Over	\$ 20,040.26

Unpaid Charges Authority

Clean Up	\$ 1,967.70
KTS GTS	\$ 25,350.56
Authority Total	\$ 27,318.26
Cost to pay Hambro	\$ 18,177.57

Unpaid Charges County "Free"

Ag Dept	\$ 161.53
Road Dept	\$ 179.43
Parks Dept	\$ 2,935.09
Building Maint.	\$ 109.23
Total County	\$ 3,385.28
Cost to pay Hambro	\$ 2,252.57

3.7

AUTHORITY		REVENUE	REPORT	December 2012	
Source Franchise Fee	2011/2012	2012/2013			
	Actual Annual				
	\$ 186,660.00				
	Comparison				
	FYE12 & FYE13				
	Actual/Month			Budget/Month	Budget/Year
				\$ 21,417.00	\$ 257,000.00
				Actual/Month	Over/Under Budget
July	\$ 22,426.00	\$ (3,371.00)	July	\$ 19,055.00	\$ (2,362.00)
August	\$ 22,303.00	\$ (1,945.00)	August	\$ 20,358.00	\$ (1,059.00)
September	\$ 25,998.00	\$ (4,784.00)	September	\$ 21,214.00	\$ (203.00)
October	\$ 21,885.00	\$ (1,320.00)	October	\$ 20,565.00	\$ (852.00)
November	\$ 23,761.00	\$ (3,778.00)	November	\$ 19,983.00	\$ (1,434.00)
December	\$ 21,986.00	\$ (2,093.00)	December	\$ 19,893.00	\$ (1,525.00)
January	\$ 20,201.00		January		
February	\$ 20,548.00		February		
March	\$ 19,236.00		March		
April	\$ 19,547.00		April		
May	\$ 20,211.00		May		
June	\$ 19,510.00		June		
Total	\$ 257,612.00		Total	\$ 121,068.00	\$ (7,435.00)



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

Staff Report

Date: 09 January 2013

To: Commissioners of the Del Norte Solid Waste Management Authority

From: Tedd Ward, Program Manager

Subject: Proposals for Professional Environmental Services for the Crescent City Landfill

Summary / Recommendation: That the Board take each of the following actions:

1. Direct Authority staff and legal counsel to complete negotiations with EBA Engineers for an Agreement to complete the tasks described in the Request for Proposals for Environmental Services at the Crescent City Landfill and EBA Engineering's proposal, for an amount not to exceed \$22,715.
2. Authorize all appropriate signatures to execute this agreement.
3. Changes to this scope of work or authorization for additional work under this agreement will require separate additional approval by the Authority Board of any Change Orders.

Background: At the September 2012 Authority meeting, staff were directed to release a Request for Proposals (RFP, attached) for Environmental Services for the Crescent City Landfill, addressing two requirements from state or regional agencies with oversight responsibilities. The tasks under section A address requirements from the California Department of Resources Recycling and Recovery (CalRecycle) and their Local Enforcement Agent, and the tasks under section B address requirements administered by the North Coast Air Quality Management District. These two sections are:

A. 'The Five Year Review Application for the Crescent City Landfill' This section of tasks includes developing a cost estimate for addressing 'non-water releases,' by

13 January 2012

1 Printed on >30% post-consumer recycled paper

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A Joint Powers Authority of

the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

4.1

updating the unit costs and Closure Cost estimate as required under Title 27 of the California Code of Regulations, section 22101.

- B. 'The Landfill Gas Investigation'** To conduct an engineering investigation regarding the volume and composition of the gases being passively vented at the Crescent City Landfill, to determine the landfill gas heat input capacity, as required under the California Code of Regulations, section 95471(b)3.

Analysis: Four proposals were received. Companies submitting proposals included:

1. PWS – The former Crescent City Landfill operations and closure construction contractor (\$40,236),
2. EBA Engineering of Santa Rosa (\$22,715),
3. SCS Engineers of Sacramento (\$28,470), and
4. Lawrence & Associates Engineers & Geologists of Shasta Lake (\$49,840).

Attached is the Proposal Evaluation matrix completed by staff. Staff are recommending that the Authority Board accept the proposal from EBA Engineering because this firm has experience on related projects, and they proposed to complete all tasks at the lowest price.

Alternatives: The Board could alternatively direct staff to negotiate with one of the other proposing companies. If the Board rejected all proposals, staff would need direction regarding how the Authority intends to satisfy these regulatory requirements and what communications to provide Brian McNalley, Local Enforcement Agent of CalRecycle, and the North Coast Air Quality Management District.

Fiscal Impact: The cost to complete these activities (\$22,715) was not included in the Authority budget approved for fiscal year 2012/2013, and a budget amendment may be needed before the end of the fiscal year.

REQUEST FOR PROPOSALS FOR

Professional Environmental Services at the Crescent City Landfill

Proposal Evaluations

	Max Possible			SCS Engineers			Lawrence & Associates			PWS			EBA Engineering		
	Weighting	Project Schedule	Experience	Dates	Raw Evaluation	Weighted	Dates	Raw Evaluation	Weighted	Dates	Raw Evaluation	Weighted	Dates	Raw Evaluation	Weighted
Team Leaders & Organization Chart	5%	1.0	0.8	18-Feb-13	\$ 4,770	4%	15-Mar-13	\$ 1,320	0.6	15-Feb-13	\$ 8,480	0.3	15-Feb-13	\$ 1,205	0%
References	10%	1.0	0.7	4-Mar-13	\$ 4,150	10%	29-Mar-13	\$ 14,220	0.70	1-Mar-13	\$ 9,350	0.5	1-Mar-13	\$ 6,420	5%
Approach	8%	1.0	0.6	25-Mar-13	\$ 1,015	6%	19-Apr-13	\$ 2,180	0.7		\$ 3,110	0.5		\$ 1,105	8%
	12%	1.0	0.6		\$ 950	12%		\$ 435	0.6		\$ 1,500	0.4		\$ 850	6%
	15%	1.0	0.6		\$ 415	9%		\$ 1,920	0.6		\$ 800	0.4		\$ 375	14%
					\$ 2,360			\$ 19,595			\$ 23,020			\$ 9,955	
Total for all 'A' Tasks, excluding A6					\$ 11,300			\$ 0.65			\$ 0.55			\$ 1.28	
Sub-total of Weighted Evaluation, excluding price					1.13	41%			37%			21%			39%
A. The Landfill Post-Closure Plan Update *															
A1. Closure Cost & Documentation Review				18-Feb-13	\$ 4,770		15-Mar-13	\$ 1,320			\$ 8,480		15-Feb-13	\$ 1,205	
A2. Produce Non-water release corrective action estimate*				4-Mar-13	\$ 4,150		29-Mar-13	\$ 14,220			\$ 9,350		1-Mar-13	\$ 6,420	
A3. Submit Draft Five Year Review Application				25-Mar-13	\$ 1,015		19-Apr-13	\$ 2,180			\$ 3,110			\$ 1,105	
A4. Submit Final Five Year Review Application					\$ 950			\$ 435			\$ 1,500			\$ 850	
A5. Follow-up responses as needed					\$ 415			\$ 1,920			\$ 800			\$ 375	
A6. Additional costs if only selected to do 'A' tasks					\$ 2,360			\$ 19,595			\$ 23,020			\$ 9,955	
Total for all 'A' Tasks, excluding A6					\$ 11,300			\$ 0.65			\$ 0.55			\$ 1.28	
Sub-total of Weighted Evaluation, excluding price					1.13	28.3%			16.3%			14%			32.1%
B. Gas Investigations at the Crescent City Landfill *															
B1. Revise the Waste in Place Estimate				11-Mar-13	\$ 4,980		5-Apr-13	\$ 7,315			\$ 6,720		22-Feb-13	\$ 3,735	
B2. Landfill and Gas monitoring data review				8-Apr-13	\$ 3,010		3-May-13	\$ 1,820			\$ 1,820		9-Mar-13	\$ 1,560	
B3. Spreadsheet analysis				22-Apr-13	\$ 1,015			\$ 8,800			\$ 2,860			\$ 4,335	
B4. Data Collection					\$ 4,320			\$ 9,060			\$ 2,112		5-Apr-13	\$ 665	
B5. Data Analysis					\$ 1,530			\$ 2,730			\$ 1,820			\$ 915	
B6. Draft Crescent City Landfill Gas Heat Input Capacity Report					\$ 1,420			\$ 725			\$ 704			\$ 675	
B7. Final Crescent City Landfill Gas Heat Input Capacity Report					\$ 470			\$ 435			\$ 480			\$ 375	
B8. Follow-up responses as needed					\$ 415			\$ -			\$ -			\$ -	
B9. Additional costs if only selected to do 'B' tasks					\$ 2,360.0			\$ -			\$ 800			\$ -	
Total for all 'B' Tasks, excluding B9					\$ 17,470			\$ 30,245			\$ 47,216			\$ 12,760	
Sub-Total of Weighted Evaluation, excluding price					1.127	28.2%		\$ 0.640			1.124	28.10%		\$ 1.515	37.9%
Price Evaluation for 'A' tasks only x 2															
Price Evaluation for 'B' tasks only x 2						40.6%			36.6%			21%			38.9%
Price Evaluation for All Tasks, excluding A6 and B9						55.6%			32.6%			27.7%			54.2%
Evaluation for A Tasks ONLY						56.3%			32.0%			56.2%			75.8%
Evaluation for B Tasks ONLY						52.0%			35.4%			43.5%			77.7%
Evaluation for All Tasks						97.1%			69.2%			48.7%			103.1%
						96.9%			66.6%			77.2%			114.7%
						102.6%			72.0%			54.9%			116.6%

* If a Proposer only proposes on A or B, their Price Proposal will be compared to other proposals for the same section.

** The raw evaluation for each price proposal is equal to the average of all price proposals divided by the price proposal for the section under evaluation

PROFESSIONAL SERVICES AGREEMENT
PROJECT: Crescent City Landfill Environmental Services

THIS AGREEMENT is made and entered into on the day shown for its execution by the **Del Norte Solid Waste Management Authority**, a joint powers authority hereinafter designated as "AGENCY", and **EBA Engineering**, a California corporation composed of duly licensed professional engineers and environmental scientists, hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, AGENCY desires to obtain professional services from an independent consultant for landfill environmental services; and

WHEREAS, AGENCY desires and agrees to contract with CONSULTANT and CONSULTANT desires and agrees to provide the services as described herein to AGENCY; and

WHEREAS, CONSULTANT warrants that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement and pursuant to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The scope of services, attached as Exhibit A to this Agreement includes, but is not limited to, providing engineering, data analysis, feasibility studies, and related services to assist the AGENCY in compliance with the directives of the Regional Water Quality Control Board, North Coast Region and the North Coast Air Quality Management District.

1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT. CONSULTANT shall perform all work in accordance with the terms and provisions of this Agreement and shall interact in such a manner with the AGENCY so as to accomplish the result sought by the AGENCY. CONSULTANT acknowledges that the AGENCY's Director, Kevin Hendrick, is the AGENCY's authorized representative for interpreting and enforcing the terms and provisions of this Agreement relating to the scope of work to be performed.

CONSULTANT further acknowledges and agrees that the AGENCY's Director may delegate his authority in connection herewith to any designee(s) he may select in his sole and absolute discretion (hereinafter referred to as the "Agency's Representative".)

2. TIME FOR PERFORMANCE

2.1 The services of CONSULTANT are to commence immediately upon execution of this Agreement and are to continue until all authorized work is approved by Agency's Representative. Except for delays beyond the control of CONSULTANT, the 'Date for Performance' for each subtask as described in Exhibit B must be strictly adhered to unless otherwise modified in writing by AGENCY. In the event that CONSULTANT fails to strictly adhere to the times for performance as hereinafter provided, AGENCY may in its sole and absolute discretion terminate this Agreement and seek damages against CONSULTANT for its failure to perform in a timely manner. The duty to timely perform extends to any other contract that CONSULTANT may be designed to perform a function on behalf of Agency. CONSULTANT shall perform all work required by it to be performed in a professional manner in order to timely complete all work set forth in each work order in every detail. CONSULTANT shall complete each task in accordance with the schedule agreed to in each work order and incorporated by this reference as if fully set forth herein.

2.2 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Agency's Representative no later than ten (10) calendar days after the occurrence of any event or condition which purportedly caused the delay, and in no event later than the date on which performance is to be complete.

2.3 For all time periods not specifically set forth herein, CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax, hand delivery, U.S. mail, electronic file transfer, or e-mail.

3. DESIGN CRITERIA AND STANDARDS. Consultant shall exercise due professional care to provide that all work is performed in accordance with applicable County, State and Federal laws, codes, ordinances and regulations and the requirements of any agencies having jurisdiction over the Crescent City Landfill.

4. **INDEPENDENT CONSULTANT.** AGENCY and CONSULTANT are and at all times will be and remain independent contractors as to each other, and no joint venture, partnership, agency or other legal relationship that would impose vicarious liability upon one party for the act or omission of the other is created by this Agreement. CONSULTANT acknowledges that CONSULTANT will not be covered under AGENCY's employee benefit plan. Except as is expressly set forth herein, each party will bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like. Neither party has the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party. CONSULTANT has proposed to use specific persons from its staff to perform work in connection with the scope of services. CONSULTANT's engineers, environmental scientists, draftsmen, inspectors, agents, sub-contractors and employees are subject to the approval of the Agency's Representative, and CONSULTANT will seek and receive AGENCY approval before using alternate or additional non-clerical personnel to complete any aspect of the Scope of Services. Only competent workers may provide the services requested. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, must be immediately removed from the project by CONSULTANT and not re-employed on the project.

5. **WORKER'S COMPENSATION.** Pursuant to California Labor Code Section 1861, CONSULTANT hereby certifies that CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT will comply with such provisions, and provide certification of such compliance upon execution of this Agreement or, in the sole and absolute discretion of the Agency's Representative, not later than commencement of services. The workers' compensation certificate must also include a waiver of subrogation endorsement.

Section 3700 of the California Labor Code, which is relevant to this project, provides as follows:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one

employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, City, City and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

6. LIABILITY INSURANCE. CONSULTANT, at its sole cost and expense, shall secure and maintain in force for the term hereof, insurance policies that will insure, indemnify and protect CONSULTANT, its officers, employees, and agents, as well as the AGENCY, its officers, officials, employees, , independent contractors and agents from and against all claims and causes of action for damages, costs, or expenses, including attorneys' fees, for injuries to any persons or property, that allegedly arise from the negligence, willful misconduct, or breach of this Agreement, of Contractor, its officers, employees, or agents in performing services under this Agreement. Contractor also agrees to pay for all costs and expenses of investigating and defending against these claims and causes of action, however, Contractor's duty to indemnify and hold harmless does not include any claims or liability arising solely from the gross negligence or willful misconduct of Agency, its officers, officials, employees, independent contractors or agents. Said policies must be for not less than the following amounts, and must name the AGENCY, its officers, officials, employees, independent contractors, and agents as additional named insureds:

6.1 MINIMUM SCOPE OF INSURANCE. Coverage must at a minimum include:

6.1.1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

6.1.2. Insurance Services Office form number CA 001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

6.1.3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

6.1.4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

6.1.5. Excess Liability.

6.2 MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain insurance policy limits no less than:

6.2.1 General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the project, location or the general aggregate limit shall be twice the required occurrence.

6.2.2 Automobile Liability: \$1,000,000 combined single limit.

6.2.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

- i. Errors and Omissions liability: \$1,000,000 per occurrence.
- ii. Excess Liability: \$4,000,000 per occurrence.

6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions in excess of \$250,000 must be declared to and approved by AGENCY. At the option of the AGENCY, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its officers, officials, employees, independent contractors and agents; or CONSULTANT must provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.3.1 The policies are to contain, or be endorsed to contain, the following provisions.

6.3.1.1 The AGENCY, its officers, officials, employees, independent contractors and agents are to be covered as additional named insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products completed and operations of

CONSULTANT, premises owned, leased or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage must not contain any special limitations on the scope of protection afforded to the AGENCY, its officers, officials, employees, independent contractors, or agents.

6.3.1.2 CONSULTANT'S insurance coverage will be primary insurance as respects AGENCY, its officers, officials, employees, independent contractors and agents. Any insurance or self-insurance maintained by AGENCY, its officers, officials, employees, independent contractors or agents shall be excess of CONSULTANT'S insurance and will not contribute to it.

6.3.1.3 Any failure to comply with reporting provisions of the policies will not affect coverage provided to AGENCY, its officers, officials, employees, independent contractors or agents.

6.3.1.4 Coverage must state that the CONSULTANT'S insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.2 Workers' Compensation and Employers Liability Coverage. The insurer must agree to waive all rights of subrogation against AGENCY, its officers, officials, employees, independent contractors or agents for any and all losses arising from services performed by CONSULTANT for AGENCY.

6.3.3 All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to AGENCY. All insurance requirements described in section 6.2 shall be maintained for the duration of the agreement.

6.3.4 Subcontractors. CONSULTANT must include all subcontractors as additional named insureds under its policies or it must furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors are subject to all of the insurance requirements stated herein.

6.3.5 Services Termination. In the event that any of the above insurance policies should lapse or be canceled or terminated within the period of the contract, CONSULTANT must cease all services hereunder until such time as adequate insurance is reinstated pursuant to the terms of this Agreement.

6.3.6 Notification of Claims and/or Actions. CONSULTANT hereby covenants and agrees to notify AGENCY within seven (7) calendar days of CONSULTANT's actual knowledge of same, of any and all claims made and/or actions filed against CONSULTANT or any officer, official, employee or agent of CONSULTANT, for any cause whatsoever arising out of the services to be performed by CONSULTANT pursuant to this Agreement.

6.3.7 Maintenance of insurance by CONSULTANT as specified in this Agreement may not be interpreted as relieving CONSULTANT of any responsibility whatsoever and CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

6.3.8 Coverage will not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under the Civil Code.

6.4 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to AGENCY.

6.5 VERIFICATION OF COVERAGE. CONSULTANT shall furnish AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the AGENCY or on other than the AGENCY's forms provided these endorsements conform to AGENCY requirements. All certificates and endorsements are to be received and approved by the AGENCY before services commence. AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

7. CONSULTANT'S INDEMNIFICATION OF AGENCY. CONSULTANT shall indemnify and hold harmless AGENCY and its officers, officials, independent contractors, employees, and agents from and against all claims, damages, losses and expenses, including attorneys fees and costs, arising from or alleged

to have arose from CONSULTANT'S performance of the services performed under this Agreement caused in whole or in part by any negligent act or omission of the CONSULTANT, CONSULTANT's subcontractor(s), anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, or willful misconduct of AGENCY. CONSULTANT'S indemnification shall include all such claims for damages arising out of any infringement of copyrights incident to the use in the work or resulting from the incorporation in the scope of services of any invention, design, process, product, or device not specified in this Agreement.

CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the AGENCY, its officers, officials, independent contractors, agents, or employees in enforcing the provisions of this subsection, and in defending against such claims. Further, CONSULTANT at its own expense shall, upon written request by the AGENCY, defend any such suit or action brought against the AGENCY, its officers, officials, independent contractors, agents, or employees. CONSULTANT's indemnification of AGENCY is not limited by any prior or subsequent declaration by the CONSULTANT.

8. PROFESSIONAL ABILITY OF CONSULTANT. AGENCY has relied upon the professional training and ability of CONSULTANT to perform the services and scope of work hereunder as a material inducement to enter into this Agreement. CONSULTANT shall therefore provide properly skilled professional and technical personnel to perform all services required by it to be performed under this Agreement. All services performed by CONSULTANT must be in accordance with all applicable legal requirements and must meet and conform to the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise. Except where the Scope of Services calls for CONSULTANT to provide an opinion or further services to complete the prior preliminary work of other professionals, CONSULTANT may rely upon the accuracy of AGENCY documents and information provided to CONSULTANT by AGENCY.

9. NO CONFLICT OF INTEREST. CONSULTANT (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and will not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that in the performance of its duties hereunder no person having any such interest may

perform any services under this Agreement. Furthermore, the CONSULTANT must not be financially interested in any other AGENCY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT is deemed an "Agency officer or employee" in accordance with Government Code Section 1090. In the event that CONSULTANT becomes financially interested in any other AGENCY contract for this project, that other contract will be void. The CONSULTANT shall indemnify and hold harmless the AGENCY, under Section 7 above, for any claims for damages resulting from the CONSULTANT's violation of this Section. Notwithstanding the foregoing, CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT: (a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of AGENCY other than normal agreement monitoring; and (b) possesses no authority with respect to any AGENCY decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

10. OWNERSHIP OF DOCUMENTS. All plans, studies, computations, specifications, including details, computations, and other documents or writings, prepared or provided by and for CONSULTANT, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, will become the sole property of AGENCY upon payment to CONSULTANT for such services, and AGENCY will have the sole right to use such materials in its sole discretion without further compensation to CONSULTANT or to any other party. CONSULTANT shall, at its sole expense, provide such reports, plans, studies, documents and other writings to AGENCY with seven (7) days of AGENCY's written request for same. CONSULTANT may, however, retain a copy of all material provided and produced pursuant to this Agreement for the sole purpose of documenting CONSULTANT's participation in performing the services required under this Agreement. AGENCY agrees to hold CONSULTANT harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computations, and other documents, prepared or provided by CONSULTANT.

10.1 CONFIDENTIALITY. All ideas, memoranda, appraisals, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to CONSULTANT in connection with the performance of the Agreement, except documents or blank spreadsheets produced by agencies of the State of

California or the United States, are to be held confidential by CONSULTANT. Such materials must not, without the prior written consent of the Agency's Representative, be used by CONSULTANT for any purposes other than the performance of the services under this Agreement. Nor may such materials be disclosed to any person or entity not associated or connected with the performance of the scope of services under this Agreement. Nothing furnished to CONSULTANT that is otherwise known to CONSULTANT, is generally known, or has become known, to those in CONSULTANT's profession will be deemed confidential. CONSULTANT shall not use AGENCY's name or insignia, photographs relating to the project for which CONSULTANT's services are rendered, or any publicity pertaining to the CONSULTANT's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of AGENCY.

10.2 DELIVERABLES. All printed material, if any, required to be submitted by CONSULTANT as a final deliverable and produced using computer software must include, as part of that deliverable, copies of all pertinent computer files on CD-ROM or a USB drive, IBM format. AGENCY uses the following programs: Microsoft Word 2003, WordPerfect X4, CorelDraw 11. CONSULTANT may, however, submit said computer files in the format of the program from which the files originated. All printed materials submitted to the AGENCY will be printed on both sides using at least 50% recycled paper, minimum 20% post consumer content unless otherwise requested by AGENCY.

10.3 DATA PROVIDED TO CONSULTANT. Upon request, AGENCY shall provide to CONSULTANT, without charge, all data, including reports, records, and other information, now in AGENCY's possession, which may facilitate the timely performance of the services to be provided under this Agreement.

11. COMPENSATION. All compensation payable to CONSULTANT as described in Exhibit B will be paid by AGENCY. CONSULTANT acknowledges and recognizes that services under this Agreement are paid for with ratepayer dollars from citizens of the County of Del Norte and that, given this fact, a heightened duty of care exists in CONSULTANT to ensure that CONSULTANT scrupulously adhere to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the scope of services pursuant to this Agreement. CONSULTANT will not invoice the total price for any subtask with an associated draft, document, estimate, or deliverable until such has been delivered to AGENCY. CONSULTANT must not use professionals for secretarial work and under no circumstances may CONSULTANT bill AGENCY for scheduling appointments or taking care of matters or work which would

otherwise be work performed by a secretary. CONSULTANT's travel time to and from Crescent City will not be compensated at the hourly rate except for time expended actually working on the project while traveling.

11.1 For services performed by CONSULTANT in accordance with this Agreement, AGENCY shall pay CONSULTANT on a time and materials basis, up to the contract limit of \$22,715 in accordance with the rates set forth in the Fee Schedule in CONSULTANT's proposal (P232-12, dated January 7, 2013) as submitted by CONSULTANT.

11.2 No change to the total contract price will be made during the term of this Agreement without prior written approval of the Agency's Representative. No work may be performed by CONSULTANT in excess of the total contract price without prior written approval of the Agency's Representative. The total contract price for all subtasks under section A of the Scope of Services will not exceed \$9,955 and the total for all subtasks under section B of the Scope of Services will not exceed \$12,760 without prior written approval of the Agency's Representative. CONSULTANT agrees that, if directed to do so by AGENCY's representative in writing after completion of subtask B1, that CONSULTANT will stop work on other subtasks under section B of the Scope of Services on the day such written notice is received by CONSULTANT, and invoice AGENCY for work on subtasks under section B of the Scope of Services completed up to that date. CONSULTANT and AGENCY agree that hours for subtasks A5 and B8 will only be billable if the Authority submits specifically requests responses to follow-up questions for CONSULTANT, and that for each of these subtasks CONSULTANT has allocated three hours of response time.

11.3 CONSULTANT's compensation for all services performed in accordance with this Agreement, and costs, fees and expenses may not exceed the total contract price of \$22,715.

11.4 AGENCY reserves the right to withhold the final payment to the extent that:

11.4.1 there is defective work/service that has not been remedied by CONSULTANT; or

11.4.2 there are claims against CONSULTANT or any of its subcontractors for labor or materials furnished; or

11.4.3 CONSULTANT has not made proper payments to subcontractors, employees or materialmen; or

11.4.4 CONSULTANT has defaulted on any other term or condition of this Agreement.

11.5 Acceptance by CONSULTANT of the final payment will constitute a waiver of all claims by the CONSULTANT except those previously made in writing and still unsettled.

11.6 CONSULTANT must maintain complete and accurate accounting records including the following information: names and titles of employees or agents, types of services performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis, expenses and receipts and other information required by AGENCY for any services provided where compensation is on the basis of hourly rates, subcontractor costs or other direct costs. CONSULTANT shall maintain accurate records on services provided in sufficient detail to permit an evaluation of services. All such records must be maintained in accordance with generally-accepted accounting principles and be clearly identified and readily accessible. In addition to the accounting records, CONSULTANT shall allow AGENCY the right to examine and audit it, and to make transcripts thereof as necessary, allow inspections of all work, data, documents, proceedings and activities relating to this Agreement. Such records, together with supporting documents, must be kept separate from other documents and records and be maintained for a period of three (3) years after receipt of final payment.

11.7 CONSULTANT shall submit monthly invoices to AGENCY describing the services performed during the preceding month. All invoices must be itemized, and state the services performed and expenses necessarily incurred. The itemized statement must specifically set forth compensation and expenses by assigned subtask as described in the Scope of Services, the total compensation and expenses for each subtask billed as of the date of the statement, and the total billing for all compensation and expenses from contract inception to the date of the statement. AGENCY reserves the right to require substantiation of any item of claimed expense. Overly generalized listing of task descriptions are not acceptable, rather, CONSULTANT shall provide a detailed description that will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries must be produced for AGENCY as requested. Billings under this Agreement may not be provided in more than six minute increments (1/10 of an hour). The AGENCY Board of Commissioners, Director, and/or Chair shall act to approve or deny each invoice submitted by CONSULTANT within thirty days from receipt of the invoice.

11.8 At any time during the term of this Agreement, AGENCY may request that CONSULTANT perform "extra work." As used herein, "extra work" means any work that is determined by AGENCY to be necessary for the proper completion of the project, but which the parties hereto did not reasonably anticipate would be necessary at the time of the execution of this Agreement. CONSULTANT may not perform, nor be compensated for, extra work without the prior written approval and authorization of the Agency's Representative.

12. TERMINATION OF AGREEMENT. This Agreement may be terminated by AGENCY immediately for cause (default) or by either party without cause upon 30 days prior written notice of termination. Upon termination, CONSULTANT will be entitled to compensation for services performed up to the effective date of termination.

12.1 CONSULTANT Events of Default. Each of the following constitutes an Event of Default ("Event of Default") under this Agreement and is cause for immediate termination of this Agreement by AGENCY:

12.1.1 Failure to Cure. The failure to correct any breach, (i) within ten (10) days of written notice from AGENCY, however, if the nature of the breach is such that it can be cured but will reasonably require more than ten (10) days to cure, CONSULTANT will not be in Default so long as CONSULTANT promptly commences to cure the breach and diligently proceeds, but no additional time will be allowed to cure for failure to pay any amount due under this Agreement; or (ii) immediately, if the breach is such that the health, welfare, or safety of the public is determined to be endangered by the AGENCY Director.

12.1.2 Misleading Representation. Any representation or disclosure made to AGENCY as an inducement to entering into this Agreement or any future amendment or Change Order to this Agreement, that proves to be false or misleading in any material respect, as of the time the representation or disclosure was made, whether or not the representation or disclosure appears as part of this Agreement is a misleading representation.

12.2 If any portion of the services required under this Agreement is terminated or abandoned by AGENCY, then AGENCY must pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with the compensation provisions of Section 11. AGENCY will be required to compensate

CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination. Notification of partial or total termination of services requested will be provided by the Agency's representative.

13. **ASSIGNMENT AND DELEGATION.** The parties hereto recognize that a substantial inducement to AGENCY for entering into this Agreement is the professional reputation, experience, and competence of CONSULTANT. This Agreement or any portion thereof may not be assigned or transferred, nor may any of the CONSULTANT's duties be delegated, without the express written consent of AGENCY. Any attempt to assign or delegate this Agreement without the express written consent of AGENCY will be void and of no force or effect. Consent by AGENCY to one assignment may not be deemed to be consent to any subsequent assignment. CONSULTANT shall provide qualifications of assignees for review by AGENCY, which will not unreasonably withhold consent. CONSULTANT may not subcontract any portion of the work to be performed without the prior written authorization of AGENCY. If AGENCY consents to said subcontract, CONSULTANT will be fully responsible to AGENCY for all acts or omissions of subcontractor. Nothing in this Agreement creates a contractual relationship between AGENCY and any subcontractor nor does it create any obligation on the part of AGENCY to pay or to see to the payment of any monies due to any subcontractor other than as otherwise is required by law. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement between AGENCY and CONSULTANT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

15. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of this Agreement are to be governed by and construed in accordance with the laws of the State of California. This Agreement does not limit any other rights or remedies available to the parties to this Agreement.

16. **MINORITY BUSINESSES.** CONSULTANT, and any sub-contractor under it, is required to take affirmative action to ensure that minority and women business enterprises will be afforded full opportunity to submit bids for subcontracts to the maximum extent feasible. This Agreement is the product of negotiation and should not be strictly construed for or against either party, but should, instead be interpreted fairly in accordance with the intent expressed herein. Further,

CONSULTANT may not discriminate in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

17. SEVERABILITY. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto. The Agency's representative is the authorized representative of AGENCY and may act on its behalf.

19. ATTORNEY'S FEES AND VENUE. In the event any legal action or proceeding, including an action for declaratory relief, is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding will be entitled to recover from the non-prevailing party all reasonable and necessary attorney's fees, costs and expenses including staff time at billing rates effective at the time of litigation or arbitration incurred by the prevailing party. Any action brought relating to this Agreement must be brought exclusively in the County of Del Norte, State of California.

20. NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, must be IN WRITING and personally delivered or mailed to the respective party as follows:

TO AGENCY:

Kevin Hendrick, Director
1700 State Street
Crescent City, CA 95531

For e-mails with 'Read' receipt request:
kevin@recycledelnorte.ca.gov

TO CONSULTANT:

Mike Delmanowski
825 Sonoma Avenue
Santa Rosa, CA 95404

dsolheim@ebagroup.com

Either party may change its address by notice to the other party as provided herein. Communications will be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) five working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the AGENCY.

22. **WAIVER.** Waiver of a breach or default under this Agreement will not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which constitute one and the same instrument and will become binding upon the parties when at least one copy hereof has been signed by both parties hereto.

24. **CAPTIONS FOR REFERENCE ONLY.** The captions of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this the 29th day of January, 2013 at Crescent City, California.

Del Norte Solid Waste Management Authority

By: _____

Chair

APPROVED AS TO FORM:

Ms. Martha Rice, General Counsel

EBA Engineering

By: _____

By: _____

Secretary

Federal Employer I.D. No. _____

Corporate ID Number: _____

ATTEST:

, Clerk

EXHIBIT A
SCOPE OF SERVICES
Crescent City Landfill Environmental Services

All work performed by EBA Engineering (Consultant) and its employees pursuant to this Agreement will be performed promptly and diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized environmental engineering and consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in the Request for Proposals RFP and that such work complies with requirements of appropriate governmental agencies and applicable law.

All services required under this Agreement will be performed by Consultant personnel, and all personnel will possess the qualifications, permits and licenses required by State and local law to perform such services. Consultant is expected to be familiar with all current applicable laws and regulations, and staff expenses to become familiar with laws and regulations will not be billable to any task under this Scope of Services.

The Authority uses and requests that deliverables produced under this scope of services use the following Windows-compatible software: Microsoft Office or Corel WordPerfect.

A. The Five Year Review Application for the Crescent City Landfill

- A1. Closure Cost & Documentation Review.** This task includes review of Closure Cost Estimates, Actual Closure Expenses and identify other changes (if any) that should be included in an updated Post-Closure Maintenance Plan for the Crescent City Landfill.

To become familiar with what information will need to be gathered to update the Closure Cost projection as required under Title 27 of the California Code of Regulations (CCR), section 22101, Consultant will review the following:

- A) **'Crescent City Landfill Closure and Post-Closure Maintenance Plan' (September 1994, BVA)**

B) Crescent City Landfill Closure and Post-Closure Maintenance Plan Amendment 1' (May 2005, BVA),

C) documentation of the expenses paid in association with landfill closure as summarized in the Authority's records and files, and

D) records from Authority files of post-closure inspections and observations.

Under this Task, Consultant will also confer with Authority and County staff to identify planned changes (if any) that should be incorporated into an updated Post-Closure Maintenance Plan.

A2. Produce 'Non-water release corrective action estimate.'

Update closure cost estimates and substitute materials as required as needed to produce a 'non-water release corrective action cost estimate' as required under 27 CCR 22101(b).

The referenced section of the regulations adds a requirement that as part of the Five Year permit review of the closed Crescent City Landfill, the Authority is expected to include a cost estimate for corrective action should there be a 'non-water release,' as might be associated with a major earthquake. Consultant will determine the non-water release corrective action cost estimate through the development of a site-specific corrective action plan (CAP) as allowed under 27CCR, §22101(b)(2). The site-specific CAP will be developed in accordance with the criteria specified in 27CCR, §22102(a) and will include the following three primary components:

- An assessment of the known or reasonably foreseeable impacts due to causal events and the cost to remediate such impacts. The causal events that will be assessed will include earthquake, flood, precipitation, tsunami, seiche, and fire.
- An evaluation of the long-term performance of the final cover system to ensure that it will continue to meet the requirements of 27CCR, §22102; and
- Provisions to restore, as applicable, the integrity or establish the adequacy of a damaged or inadequate containment structure or environmental monitoring or control system, to bring the landfill into compliance with the applicable regulations.

Consultant will generate this cost estimate by providing the most recently approved closure cost estimate, adjusted as necessary, to reflect

actual closure expenses updated with current unit costs. Consultant will produce these cost estimates as required under 27 CCR 21780(a), prepared and/or certified by a registered civil engineer or a certified engineering geologist, with appropriate backup documentation.

As part of the aforementioned assessments, Consultant will review available design reports and permitting documents that summarize the primary landfill components, including the final cover system, drainage systems, slope stability, vegetative cover and environmental monitoring and control systems. Supplemental calculations and research will also be performed, as necessary, to verify pertinent parameters associated with the earthquake, flood, precipitation, tsunami, seiche and fire causal scenarios. Finally, cost estimates for repairs will be developed to determine corrective action costs. Where applicable, previous Landfill closure costs (adjusted for inflation) will be used in the cost analysis. The findings from this research, along with supporting documentation, will be summarized in a technical report meeting the requirements of 27CCR, §22102(a).

Preparing the cost estimate for development of the site-specific CAP described herein, Consultant assumed that the Authority will provide Consultant with copies of all pertinent documents and electronic files necessary to complete the analysis; including the various stability and seismic analyses for the site, including the calculation of specific yield accelerations.

In the event that the cost estimate for the site-specific CAP is greater than either the adjusted final cover replacement or adjusted total closure costs, or that the documents assumed available by Consultant are not available, Consultant will produce the 'non-water release corrective action cost estimate' as required under 27 CCR 22101(b) either using the method described in 27 CCR 22101(b)(1)(A) or the method described in 27 CCR 22101(b)(1)(B).

A3. Submit Draft Five Year Review Application including the 'non-water corrective action estimate'

Under this task, Consultant will draft a complete Five Year Review Application Package for the Crescent City Landfill, including:

- A completed Form E-1-77 (Application for Solid Waste Facility Permit/Waste Discharge Requirements);
- An addendum to the Post-Closure Maintenance Plan outlining proposed updates, as applicable, to the existing plan. The addendum will provide specific citations to the existing plan that

are being changed and/or added, as well as any supplemental attachments. Per discussions with California Department of Resources Recycling and Recovery (CalRecycle) staff, an updated plan in its entirety is not required. If no changes or updates are proposed, a letter on CONSULTANT letterhead will be prepared acknowledging that the plan was reviewed and that no changes or updates are warranted; and

- The site-specific CAP presenting the non-water release corrective action cost estimate for the causal event exhibiting the highest repair cost. This cost will be compared to the corrective action cost for a water release to identify which scenario is higher, which in turn will dictate which cost must be used to establish the financial assurance requirement for corrective action.

A4. Submit Final Five Year Review Application

Under this task, Consultant will review the comments from Authority staff (if any) and revise the draft submitted under task A3 based on the comments and any additional necessary research. If CONSULTANT has a question regarding a comment(s), the Authority will be contacted to discuss the matter and arrive at a mutually-agreed upon resolution. The agreed upon resolution will be documented in an email for both parties records. Finalization of the application package will include a minimum of three (3) hard copies for the Authority, unless otherwise requested. The hard copies will be submitted to the Authority, who in turn will be responsible for submitting the application to the appropriate regulatory agencies.

A5. Follow-up Responses As Needed

The budget for this task will include three additional hours for response to comments (if any) following the Authority's submittal of the document from task A4 to CalRecycle and other responsible agencies. Hours for this task will be billable only if the Authority submits additional questions to Consultant after the submittal of the Final Five Year Review Application.

B. Gas Investigations at the Crescent City Landfill

B1. Revise the Waste-In-Place Estimate for the Crescent City Landfill

Consultant has reviewed the Waste-In-Place (WIP) estimate for the Crescent City Landfill as submitted in December 2010. Under this task, Consultant will use electronic files associated with the most recent aerial topographic survey of the Crescent City Landfill and information regarding the final cover layers to calculate the refuse volume and tonnage using refuse density and soil cover ratio values determined from the Subtask B2 data review (see following subsection).

Findings from this work will be summarized in an updated WIP Report. This report will comply with the requirements of 17CCR, §95470(b)(4) and will include all pertinent and supplemental information necessary to support the revised WIP estimate. A draft of the WIP Report will be provided to the Authority in an electronic format to facilitate the comment and revision process. Upon receipt of comments from the Authority to the draft report, Consultant will review the comments and incorporate the recommended edits, as appropriate. If Contractor has a question regarding a comment(s), the Authority will be contacted to discuss the matter and arrive at a mutually-agreed upon resolution. The agreed upon resolution will be documented in an email for both parties' records. Finalization of the WIP Report will include a minimum of three (3) hard copies for the Authority, each stamped by an appropriately registered engineer, unless otherwise requested. The hard copies will be submitted to the Authority, who in turn will be responsible for submitting the report to the appropriate regulatory agencies.

Consultant understands that if the WIP tonnage is less than 450,000 tons, that Authority staff may temporarily or permanently stop work on tasks B3 through B8.

B2. Landfill and Gas monitoring data review

Under this task, Consultant will review Authority documents and records pertaining to volumes and tonnages of materials disposed in the Crescent City Landfill, aerial survey history, and other documents from the Authority files relevant to the Gas Investigations of the Crescent City Landfill and other information needed to complete task B3. Consultant will review all available records to improve the accuracy of the estimated

tonnages disposed prior to installation of a scale at the Crescent City Landfill, considering population and in-place waste density. Findings from this research will be shared with the Authority prior to implementing subsequent subtasks to verify that the resulting data is considered reasonable and representative of actual site conditions.

B3. Spreadsheet analysis

Consultant will conduct an engineering investigation regarding the volume and composition of the gases being passively vented at the Crescent City Landfill, to determine the landfill gas heat input capacity, as required under the California Code of Regulations, section 95471(b)(1). Under this task, Consultant will input the relevant data to complete the California Air Resources Board's Landfill Emissions Tool Version 1.2, which may be found at this URL:

www.arb.ca.gov/cc/protocols/localgov/pubs/landfill_emissions_tool_v1_2_2010-06-03.xls

Relevant data compiled as part of Subtasks B1 and/or B2 will be used as input parameters, as applicable, for the analysis.

B4. Data collection

Consultant will also conduct an investigation, as described under 17 CCR 95471(b)(3)(B), measuring the gas flow rates (in scfm units) using devices and methods meeting the requirements of 17 CCR 95471(a) from each of the landfill gas venting pipes within the waste mass. Data collection for the field investigation requested in the RFP will be performed in accordance with the criteria specified in 17CCR, §.95471(b)(3)(B). The field investigation will be conducted by an CONSULTANT staff geologist(s) under direct supervision of the Project Manager. Methane monitoring will be performed using an appropriate hydrocarbon detector calibrated to methane. Flow readings, in turn, will be accomplished using a hand-held anemometer. A temporary shroud with an access port will be inserted on the end of each vent to protect against ambient wind conditions that could potentially affect the methane and/or flow readings. The corresponding methane and flow readings will be used to calculate a methane flow rate for the entire venting system, which in turn will be multiplied by the designated gross heating value of methane (1,012 British thermal units per hour [MMBtu/hr]) to determine a site-specific gas heat input capacity for the Crescent City Landfill.

As part of this task, Consultant will identify at least two sources from which Authority staff may procure a replacement for the 'U-tube' cap piece without a valve for one gas vent on the top deck of the landfill damaged by vandalism and arson in 2012.

B5. Data analysis

Based on the results from tasks B2, B3 and B4, Consultant will determine the landfill gas heat input capacity. If the larger of the results from tasks B2 and B3 are less than 3.00 MMBtu/hour, Consultant will compile the presentations of these results in the draft LFG Heat Input Capacity Report prepared under subtask B6.

If the one or both of the results from task B3 or B4 is more than 3.00 MMBtu/hour, Consultant will present strategies to bring the Crescent City Landfill into compliance with landfill gas monitoring and control regulations. First, Consultant will review methane monitoring data from Subtask B4 to identify if any of the passive vents yielded methane concentrations equal to or greater than 200 parts per million by volume (ppmv), which represents the threshold value for methane emissions per 17CCR, §95463(b)(2)(B). If no exceedances are identified, four (4) quarterly monitoring episodes using the instantaneous surface monitoring procedures specified in 17CCR, §95471(c)(1) and §95471(c)(2) would be recommended to pursue an exemption from ongoing AB32 requirements. Conversely, if the 200 ppmv threshold was exceeded, then the Landfill will be subject to the LFG collection and control requirements of 17CCR, §95464. Under this scenario, Consultant will identify potential options with respect to LFG control for the Authority's review and recommended methods and procedures to complete or contract for a surface emission demonstration as described in 17 CCR 95463(b)(2), or to contract for preparation of a design plan as described in 17 CCR 95464-95476. Options could range from utilizing the existing venting pipes to installing a larger scale system using vertical wells, or a combination thereof. Recommended strategies will either be included in the LFG Heat Input Capacity Report under subtask B6 or detailed in a separate letter report.

B6. Draft Crescent City Landfill Gas Heat Input Capacity Report

Consultant will compile the results of tasks B1, B2, B3, B4, and B5 into a single report, including monitoring records and supporting documents, into a draft 'Crescent City Landfill Gas Heat Input Capacity Report' meeting the requirements under 17 CCR 95463(b) and §95470(b)(5), and describing and summarizing all landfill gas monitoring and reporting requirements for the Crescent City Landfill. This draft will be submitted to Authority staff for review and comment in an electronic format, including the spreadsheet analysis from task B3, to facilitate the comment and revision process.

B7. Final Crescent City Landfill Gas Heat Input Capacity Report

Under this task, Consultant will review the comments from Authority staff (if any) and revise the draft submitted under task B6 based on the comments and any additional necessary research. If Consultant has a question regarding a comment(s), the Authority will be contacted to discuss the matter and arrive at a mutually-agreed upon resolution. The agreed upon resolution will be documented in an email for both parties' records. If any comment by Authority staff suggested a specific change to the final document that was not made, Consultant will submit a brief written explanation regarding either how the comment was addressed within the final document or the Consultant's rationale regarding how the issue of concern was addressed (or not) within the document. Finalization of the application package will include a minimum of three (3) hard copies for the Authority, unless otherwise requested. The hard copies will be submitted to the Authority, who in turn will be responsible for submitting the application to the appropriate regulatory agencies.

After accepting the Final Crescent City Landfill Gas Heat Input Capacity Report from Consultant, Authority staff will assume responsibility for submittal to the NCAQMD, LEA, CalRecycle and other agencies as needed.

B8. Follow-up responses as needed

The budget for this task will include three additional hours for response to comments (if any) following the Authority's submittal of the final report from task B7 to NCAQMD and other responsible agencies. Hours for this task will be billable only if the Authority submits additional questions to

Consultant after the submittal of the Final Crescent City Landfill Gas Heat Input Capacity Report.

EXHIBIT B - SCHEDULE AND PRICE			
Professional Environmental Services at the Crescent City Landfill			
CONSULTANT: EBA Engineering			
Contract Start Date: 29-Jan-13			
		Date of Performance	Price
<u>A. The Landfill Post-Closure Plan Update</u>			
A1. Closure Cost & Documentation Review			\$ 1,205
A2. Produce 'Non-water release corrective action estimate'		18-Feb-13	\$ 6,420
A3. Submit Draft Five Year Review Application		2-Mar-13	\$ 1,105
A4. Submit Final Five Year Review Application	2 weeks after receipt of comments		\$ 850
A5. Follow-up responses as needed			\$ 375
Total for all 'A' subtasks			\$ 9,955
<u>B. Gas Investigations at the Crescent City Landfill</u>			
B1. Revise the Waste In Place Estimate		25-Feb-13	\$ 3,735
B2. Landfill and Gas monitoring data review			\$ 1,580
B3. Spreadsheet analysis		9-Mar-13	\$ 480
B4. Data Collection			\$ 4,335
B5. Data Analysis			\$ 665
B6. Draft Crescent City Landfill Gas Heat Input Capacity Report		8-Apr-13	\$ 915
B7. Final Crescent City Landfill Gas Heat Input Capacity Report	2 weeks after receipt of comments		\$ 675
B8. Follow-up responses as needed			\$ 375
Total for all 'B' subtasks			\$ 12,760
TOTAL FOR ENTIRE PROJECT:			\$ 22,715



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

Staff Report

Date: 21 February 2012

To: Commissioners of the Del Norte Solid Waste Management Authority

From: Tedd Ward, Program Manager

Subject: Landfill Erosion Damage and Repair Strategies

Summary / Recommendation: Status report; no additional action required at this time, though the Authority Board may provide additional direction to staff as they deem appropriate.

Background: At the September 2012 Authority meeting, Director Hendrick provided a brief slide show showing erosion damage at the landfill and some of the Authority's regular repair and maintenance efforts. As the storms continued this winter, episodes of intense rainfall have caused the most significant erosion damage yet seen at this landfill since its closure in February 2006.

This winter, the settling basin leading to stormwater monitoring point SW-3 has filled with sand, and twice (December 11 and January 16) Authority staff arranged with the County Road Department to excavate this basin and re-grade the steep section of road on the east side of the landfill perimeter. Excavated materials were placed on the top deck of the landfill so these materials will be available for use as the eroded areas of the landfill mound are repaired this summer.

Analysis: This is the first year that this large settling basin has needed excavation, and as these materials eroded, the large quantity of sand once covering the drainage layer damaged both surface and subsurface drainage structures as it flowed, and these will also require repair this summer. On 24 January 2013, Authority staff met with County Engineer Jim Barnts and County Engineering Tech Eric Laughsted at the landfill to discuss possible repair strategies. Mr. Barnts advised that Mr. Laughsted and the Authority Program Manager should inspect the landfill after a storm has dropped an

13 January 2012

1 Printed on >30% post-consumer recycled paper

I:\Tedd\LANDFILL\Maintenance\2013\221_CCLF Repair Strategies.doc

A Joint Powers Authority of

the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

4.2

inch of rain, then it really starts coming down.' Since that time, these conditions have not occurred during working hours. These intense downpours - falling when the sandy soils are already saturated - are the periods when the most erosion likely occurs, so seeing how the surface water flows are concentrating is important in assessing repair strategies.

It appears that due to natural settlement of the materials placed in the landfill, there are portions of the top deck that have dropped below the down drain inlets, creating direct flow paths from the top deck to the sideslopes without adequately sized drainage structures to receive the increased flow. For this reason, Jim Barnts suggested that additional drainage structures should be included as part of the repair strategies implemented this summer. Authority staff intend on working with the County Engineering Department to design all modifications of subsurface or surface drainage structures, and will work with the County Road Department to construct the repairs this summer. Staff presume these County Departments will bill the Authority for these services.

Alternatives: Authority staff could contract with an engineering firm to design and repair the additional drainage structures. Staff do not recommend this approach because it would likely be more time consuming, increase costs, and complicate the identification of engineering responsibilities for the landfill design and construction should any aspect of the design or repair fail in future.

Fiscal Impact: When at the landfill, the County Engineer suggested that the cost of these repairs could be expected to be around \$10,000, but until all repair strategies are identified with additional drainage structures designed, Authority staff cannot accurately estimate the costs to implement needed repairs.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

February 21, 2013

TO: Board of Commissioners
FROM: Kevin Hendrick, Director *Kevin*
RE: Possible Community Need for a Certified Scale

RECOMMENDATION: If the Authority Board finds it beneficial to the community, direct staff to research the option of providing certified weights at the transfer station.

BACKGROUND: Commissioner Enea has requested that the Board consider the viability of providing certified weights at the transfer station. We have been informed that the only local scale that has been providing certified weights, located at Hambro Forest Products, may cease to provide this service before the end of the year.

DISCUSSION: Certified weights are required by the California Department of Motor Vehicles as a part of registering commercial vehicles. Last year, a representative of the DMV contacted the Del Norte Solid Waste Management Authority to request that we provide this service if Hambro ceases to continue providing certified weights. We are unaware of any other local private business that provide this service and if Hambro ceases to provide certified weights and no other private company provides this service in Del Norte County, our local residents may have to drive to Humboldt County to get certified weights for their vehicles.

This service is outside general scope services that the Del Norte Solid Waste Management Authority currently provides. There will be issues related to additional training, permit expenses and traffic that may interfere with our core business. However, if the Board would like to give further consideration to providing this additional community service, the Board should provide direction to staff to prepare a more detailed analysis and report back to the Board before any additional actions are taken.

FISCAL IMPACT: The fiscal impact is not well defined at this time. If the Board directs staff to research this, we will return to the Board with a detailed fiscal analysis at a subsequent meeting.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

Staff Report

Date: 21 February 2013

To: Commissioners of the Del Norte Abandoned Vehicle Abatement Service Authority (AVA)

From: Tedd Ward, DNSWMA Program Manager

Subject: AVA Towing Request for Proposals (RFP), Proposals and Contract

Summary / Recommendation: That the Board review the attached Proposal from Northcrest Auto and the AVA Towing Agreement and:

1. Authorize Authority staff and legal counsel to complete negotiations on this agreement, and
2. Authorize signatures needed to execute the AVA Towing Agreement with Northcrest Auto.

Background: In December 2012, the AVA Board directed that the RFP be mailed to all towing companies in Del Norte County. Two proposals were received, from Affordable Tow and Northcrest Auto.

Analysis: Authority staff asked that the City Police Chief and the County Code Enforcement Officer, who are the primary users of these AVA towing services, to review the proposals received.

County Code Enforcement Officer: *"I recommend Northcrest Automotive for the towing contract. They had the contract in the past and are familiar with the requirements and process. They also have all of their permits and meet the zoning requirements for an impound/storage yard. The other applicants do not have the required use permit from the County Planning Department."*

City Police Chief: *"I know that Northcrest Towing has experience in this field and I do not have a problem in endorsing them for this contract, just as long they stay within the response time when they are called. This apparently has been an issue in the past and I would like to see that it is corrected. Thank*

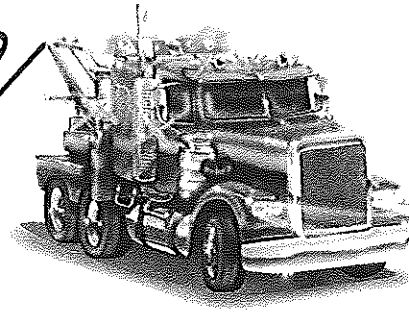
you for allowing my input."

Alternatives: The Board could suggest specific replacement language for the draft AVA towing agreement, and could also alternatively direct staff to direct staff to negotiate the AVA towing agreement with Affordable Tow.

Fiscal Impact: The services provided under the AVA Towing agreement are the majority of services paid for by the AVA. The annual value of the AVA Towing contract in FY 2011/2012 was over \$18,500. These amounts are paid by the County and are not included in the annual Del Norte Solid Waste Management Authority budget.

Northcrest Auto Center

1165 McNamara Road
Crescent City, CA 95531
Phone (707) 464-2146



January 9, 2013

Del Norte Abandoned Vehicle Abatement Authority
1700 State St
Crescent City, CA 95531

Please find enclosed the copies of the Request for Proposals to provide towing, storage, recovery, and disposal of abandoned vehicles in Del Norte County.

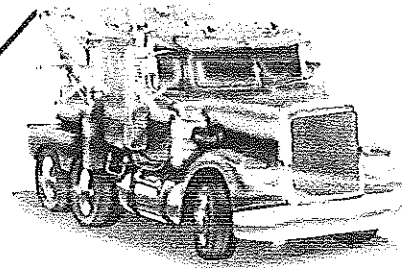
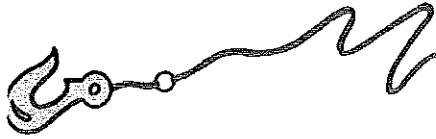
If you have any questions concerning any details of the services to be provided, please contact Steve Clay at 707-464-2146

Sincerely,

Steven H. Clay
Owner

Northcrest Auto Center

1165 McNamara Road
Crescent City, CA 95531
Phone (707) 464-2146



January 9, 2013

FACILITY DESCRIPTION

ADDRESS:

Northcrest Auto Center
1165 McNamara Rd
Crescent City, CA 95531

ASSESOR'S PARCEL NUMBER:

17-041-56

COUNTY:

Del Norte County

NARATIVE OF CAPABILITIES

We have a total of 6 tow trucks; 1 Class A tow trucks, 4 Class A Car Carriers, 1 Class B tow truck

We also have a Landoll trailer capable of towing RVs and buses that are not towable by a conventional tow truck or car carrier.

Our storage location is at 1165 McNamara Rd, Crescent City. We are able to store up to 100 vehicles including RVs, buses, ad semi-trucks and trailers.

EXHIBIT B: Fees for Services

Contractor: Northcrest Auto Center

Zone	Cars, pickups, motorcycles, vans, mini-motor homes, hitch-mount trailers	5 th Wheel Trailers, Motorhomes, Buses, Or Large trucks
	\$ per regular vehicle	\$ per large vehicle
Zone 1	100.00	200.00
Zone 2	55.00	185.00
Zone 3	100.00	200.00
Zone 4	45.00	95.00
Zone 5	145.00	225.00

Additional Charges Requiring Pre-Approval by Code Enforcement / Abatement Officer:

- Winching (after first half-hour): \$ 85.00 per hour
- Extra Man: \$ 55.00 per hour
- Sublet Costs for Special Equipment or Services % 30 over documented expenses
- Secondary Tow to Curry Transfer in Brookings (Carpenterville Road):
\$ 245.00 per tow
- Secondary Tow for non-motorized trailers and related materials to Del Norte County Transfer Station \$ 95.00 per tow
- Flat-rate Additional Unloading Charge for transportation and unloading of AVA-related trash \$ 75.00 per vehicle. Assessment of this flat rate must be pre-approved by the AVA Code Enforcement Officer and does not include disposal charges, which will be paid by the AVA directly.
- Note that Code Enforcement Officer may specifically request use of and pre-approve payment for use of a "Landhaul" type flat bed trailer and/or towing with a "Class D" tow truck.

BUSINESS LICENSE – CITY OF CRESCENT CITY

377 J Street – Crescent City, CA 95531 – (707) 464-7483

The issuance of a Business License does not in any manner excuse compliance with any applicable Federal, State, or County laws or regulations.



License Number: 04372

Business Address:

Period Ending 6/30/2013

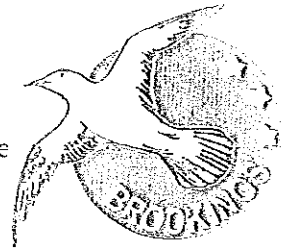
NORTHCREST AUTO CENTER
STEVEN CLAY
1165 MC NAMARA RD
CRESCENT CITY, CA 95531

THIS LICENSE MUST BE KEPT
IN A CONSPICUOUS PLACE

The City of Brookings, Oregon

License No. 1385
Fee: 75.00

CITY BUSINESS LICENSE
Pursuant to Title 5 of The Brookings Municipal Code



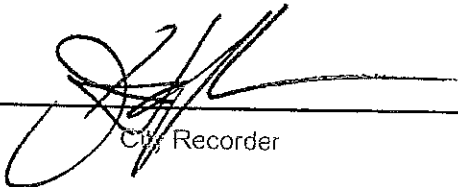
Business Name: Northcrest Auto Center

To Conduct Business of: Towing Service

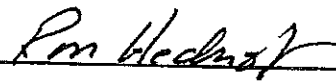
Located at: 1165 McNamara Rd
Crescent City CA 95531

Date Issued: 09/18/2012

Date Expires: 09/30/2013



City Recorder



Mayor

AGREEMENT FOR REMOVAL OF ABANDONED VEHICLES
BETWEEN DEL NORTE COUNTY ABANDONED VEHICLE SERVICE
AUTHORITY
AND NORTHCREST AUTO CENTER

THIS AGREEMENT is effective January 29, 2013 by and between the Del Norte County Abandoned Vehicle Abatement Service Authority (hereinafter referred to as "AVA"), a joint powers authority created by the City of Crescent City and the County of Del Norte, California pursuant to section 22710 of the California Vehicle Code, and Northcrest Auto Center (hereinafter referred to as "Contractor"), in accordance with all regulations and guidelines for the abatement of abandoned vehicles as established by the California Highway Patrol (hereinafter "CHP"), and as may be revised from time to time.

RECITALS

WHEREAS, pursuant to California Vehicle Code § 22660, as adopted by Chapters 7.28 and 7.29 of the Del Norte County Code, and § 8.28.070 of the Crescent City Municipal Code, et seq., the County of Del Norte and the City of Crescent City desired to enact a program of abatement, as public nuisances, of all Abandoned, and/or Inoperative Vehicles, or parts thereof, which are left on public or private property in violation of the above referenced code sections; and,

WHEREAS, in 1996 the participating members formed the AVA under the authority of the provisions of the California Vehicle Code § 22710 for the abatement of all Abandoned Vehicles situated within the incorporated and unincorporated areas of Del Norte County California; and,

WHEREAS, the AVA receives a portion of fees paid to the State for vehicle registration to reimburse the costs incurred by the AVA in performing its duties; and,

WHEREAS, pursuant to Sections 22669 (b) and 22710 of the California Vehicle Code the AVA has determined that it is in the furtherance of the public interest to secure the performance of an independent contractor to be charged with the duty to tow, store, recover and dispose of abandoned, wrecked, dismantled, and inoperative motor vehicles on public and private property; and,

WHEREAS, Contractor warrants that it is qualified and agrees to render the aforesaid services in the incorporated and the unincorporated areas of Del Norte County.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES: Contractor agrees to perform all of the following services:

A. REQUESTS FOR SERVICE

- (1) Contractor shall provide all services required to effectuate the removal and disposal of abandoned vehicles and parts thereof in accordance with Chapters 7.28 / 7.29 of the Del Norte County Code, Chapter 8.08 or 8.12 of the Crescent City Municipal Code and Division 11 and Chapter 10 of the California Vehicle Code. AVA's request for service may be relied upon by Contractor that the participating member has complied with all procedures required under applicable state and local regulations.
- (2) All requests for service will be generated by an authorized representative of the AVA, including the Del Norte County Code Enforcement Officer, the Crescent City Code Enforcement Officer, the Crescent City Police Chief or the Del Norte County Sheriff, in writing or by telephone. Written request(s) submitted by the AVA to the Contractor must be on a CHP form #180 (or other form approved by the CHP). The request may be submitted to the contractor in person, by US mail, electronic mail with 'read' receipt, or by Facsimile (FAX). When service is requested by telephone, an authorized representative of AVA shall wait at the service location until Contractor arrives and shall provide Contractor with a written request as described above upon Contractor's arrival. Contractor may NOT perform services until AVA has provided written request/ authorization as described above. Service requested by someone other than an authorized representative of AVA is not a valid charge to the AVA.
- (3) Contractor will be available by phone or messaging service twenty-four hours per day, seven days per week. Contractor will not be eligible for additional fees or payments associated with night, weekend, or holiday service regardless of when service is provided. Whenever possible, Contractor shall respond to telephonic requests for service within 30 minutes. Whenever such response is not possible, Contractor shall as soon as practical notify the requesting AVA representative of the delay and provide an estimated response time. The AVA representative may elect to either wait at the vehicle location or submit the request for service in writing.
- (4) Within 24 hours of receipt of a written request for service, Contractor shall remove, or cause to be removed, such vehicles or parts thereof which are reported to the Contractor as being in violation of the Del Norte County Code Chapters 7.28 or 7.29 and/or Chapter 8.08 or 8.12 of the Crescent city Municipal Code, as described in paragraph 1 herein. Contractor shall remove, store and dispose of the vehicle(s) or parts thereof in a lawful manner. Contractor shall transmit a notification whether or not such vehicle(s) or parts thereof have been abated to the applicable participating member from whose jurisdiction the tow originated within 24 hours of towing/abating said Vehicle(s).

B. CONTRACTOR'S RESPONSE TO REQUEST FOR SERVICE

- (1) All vehicles or parts thereof, removed by Contractor at the request of AVA, as a public nuisance, must be scrapped or demolished at a place and in the manner required by all applicable laws and regulations and must not be reconstructed or made operable except as provided by California Vehicle Code §§ 5004 and/or 22661 (f).
- (2) Contractor shall equip and maintain tow trucks utilized by Contractor to perform services under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and industry standards and practices. Contractor shall tow all vehicles with tow trucks of sufficient weight and equipment to properly and safely tow the wide variety of Vehicles that may be towed under this Agreement. Contractor shall have a sufficient vehicle force to effect the removal of Abandoned, wrecked, dismantled or Inoperative Vehicles. Contractor shall allow inspection of its tow trucks, upon reasonable notice, by the AVA or the City or County or CHP.
- (3) Contractor must not use force, violence, threats of force or violence to enter upon private property to remove the Vehicles or parts thereof if entry to the property is refused by such person having possession thereof. If entry is refused by such person, Contractor shall immediately notify the AVA and the participating member's Code Enforcement/Abatement Officer of such refusal.

C. VEHICLE FRACTIONS AND VEHICLE-RELATED DEBRIS

- (1) Contractor shall remove and properly dispose of all vehicle parts as directed by the AVA and provide such other assistance as directed. There will be no additional charge for this assistance.
- (2) In the event a Vehicle contains trash, rubbish, garbage, or other solid or liquid waste, the Contractor shall notify the applicable participating member's Code Enforcement/Abatement Officer who shall arrange for its disposal. Contractor may assess a flat-rate "Additional Unloading Charge" for delivering and unloading AVA-related materials for disposal.
- (3) Contractor shall prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement. Each tow vehicle used under this Agreement will carry a spill response kit. As required by California Vehicle Code, Contractor will contain and remove any spilled fluids upon taking possession of the vehicle.

- (4) In accordance with California Vehicle Code Sections 2450-2454, inclusive, whenever hazardous wastes have been spilled or deposited upon any Highway within the incorporated or unincorporated areas of Del Norte County, the person discovering such hazardous waste shall immediately notify the CHP and take such actions as the CHP may direct.

D. STORAGE

- (1) Regulations governing the removal and disposal of Abandoned Vehicles require that some be stored by Contractor. Vehicles stored by Contractor will be stored at the Contractor's facility. Contractor's employees, agents and subcontractors must be properly trained to conduct business transactions related to towing, storage and release of Vehicles and other property.
- (2) Contractor shall provide adequate storage for Vehicles removed under the terms of this Agreement. Facilities are subject to inspection upon reasonable notice by the AVA, City, County, or CHP. No such stored Vehicle or parts thereof may be stored upon the public right-of-way, or upon City/County/State property unless authorized by the proper entity, or upon a property that does not have appropriate County permits for storing and/or processing scrap vehicles.
- (3) Contractor shall provide adequate security for Vehicles, parts and property at its approved facility. At a minimum, the area must be fenced and Contractor is responsible for reasonable care, custody and control of all Vehicles, parts and other property in Contractor's possession.
- (4) Vehicles that are not immediately removed to a licensed dismantler or scrap metal recycling facility may only be stored in a storage area that meets the requirements established by AVA and State and local ordinances.
- (5) Contractor shall prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement.
- (6) All Vehicles removed by Contractor at the request of the AVA and not handled as a nuisance (per Section 22660 of the California Vehicle Code) must be held as prescribed in the California Vehicle Code. AVA will not be responsible for the payment of storage fees.
- (7) Vehicles that have been towed by the Contractor from public roads or lands and stored by the Contractor may be released. Contractor may charge a reasonable storage fee to release a vehicle, unless the vehicle was reported stolen prior to the request for service. In the event of a dispute, the storage fee will be determined by the applicable Code Enforcement/Abatement

officer. Storage fees may not exceed fees for seven days of storage in accordance with the California Vehicle Code. These requirements are not be construed as requiring a charge when the Contractor would not normally charge for such service. Vehicles may be released only upon presentation of satisfactory proof of ownership.

- (8) Vehicles may not be released by the Contractor, without a written release from the AVA stating that the either the towing fees and cost have been paid, or the Vehicle was determined at a hearing to have been towed in error. A CHP Form 180 clearly stating that the vehicle may be released to the Registered Owner or the Registered Owner's designated Agent, upon payment of towing and storage fees to the Contractor will be considered written authorization to release the Vehicle. Whenever a Vehicle is released upon payment directly to the Contractor, there will be no charge from the contractor to the AVA for any services rendered in association with such Vehicle released.
- (9) Vehicles towed by Contractor and stored at an AVA facility may be released by the AVA in accordance with policies and procedures developed by the AVA. Contractor does not have authority to release Vehicles stored at an AVA facility. Contractor must refer any request for release of a Vehicle stored at an AVA facility to the AVA in accordance with AVA policies.

E. VEHICLE DISPOSAL

- (1) Contractor has the sole responsibility to process any Vehicle or parts thereof, stored at Contractor's facility. All such Vehicles or parts must be properly disposed of at a licensed auto dismantler or scrap iron recycler in accordance with the California Vehicle Code and this Agreement. Contractor may not impose any additional fees or charges for disposing of a Vehicle or parts thereof at a local disposal facility.
- (2) Vehicles stored at the AVA facility or on City or County properties are the responsibility of the AVA or the responsible agencies, and the AVA or those agencies shall make arrangements as necessary for their proper disposal.
- (3) Vehicles that cannot be disposed of locally must be taken to the nearest alternate available facility for proper disposal. Fees for towing such Vehicles to alternate disposal sites will be as described elsewhere in this Agreement.
- (4) For Vehicles valued as less than \$300.00, the AVA shall issue a "NOTICE OF VEHICLE TO BE DISMANTLED OR JUNKED" (REG. 462), commonly known as a "junk slip", to facilitate their disposal. Vehicles valued at more than \$300.00, may be sold for scrap or parts, except as provided by California Vehicle Code §§ 5004 and/or 22661 (f), by Contractor at a lien sale to recover

the costs of abatement. Whenever a Vehicle valued at more than \$300.00 is sold at a lien sale, there will be no charge to the AVA from the Contractor, unless Contractor submits proof that the monies received from the sale were insufficient to cover the standard costs of abatement.

1. DOCUMENTATION AND PERMITS

- (1) Contractor shall maintain records of tow services furnished, including a description of the Vehicle(s), date and nature of service(s), amount billed and amount collected. Contractor shall make these records available for inspection by representatives of AVA at anytime during normal business hours.
- (2) AVA does not require Contractor to comply with the reporting requirements of Section 11520 of the California Vehicle Code; and any fees and penalties which would otherwise be due the Department of Motor Vehicles are hereby waived, provided that a copy of the decision and order authorizing disposition of the vehicle or CE Form 60, Report of Vehicle Abatement, and CHP Form 180, is retained in the Contractor's business record for a period of three (3) years.
- (3) Excepting the Vehicles stored at an AVA facility or on City or County properties, Contractor shall provide for a storage area and a dismantling facility permitted and operating in conformance with all Federal, State and local laws. The storage and dismantling facility must be a California licensed dismantler or scrap metal recycling facility and must be approved by the Del Norte County Community Development Department. Vehicles that cannot be handled by a local facility shall be taken to the nearest alternative lawful disposal facility. The payment of any State or Federal fees and the procurement of licenses or permits required to transport a Vehicle outside of the State of California for disposal are the responsibility of the Contractor transporting such Vehicle.

2. AVA FURNISHED SERVICES:

- A. AVA shall provide access to and make provisions for Contractor to enter upon public and private lands as required to perform the services described in this Agreement.
- B. AVA shall make available all pertinent data and records to Contractor for review.

3. FEES:

- A. The fees payable to Contractor for furnishing services under this Agreement will be based upon the zone that the Vehicle or parts thereof were initially acquired in accordance with the fees and service charges set forth in Exhibit B.
- B. The map delineating the designated zones is attached hereto as Exhibit "A" and incorporated herein by this reference. The "Special Equipment" fee is a surcharge in addition to the "Zone" fee and will only apply when the Vehicle or parts thereof cannot be towed with a Class A, B, or C tow truck, and must be placed on a "Landhaul" type flat bed trailer and/or towed with a "Class D" tow truck. The application of any additional charges must be pre-approved by the Code Enforcement/Abatement Officer.
- C. Contractor does not pay and is not reimbursed for disposal charges associated with the services described herein. Disposal charges at the Del Norte County Transfer Station are paid by the AVA. Disposal fees at alternative disposal sites, such as Curry Transfer in Oregon, or other such sites approved by the AVA, are to be billed directly to the AVA, based on receipts and rate sheets for that disposal site..
- D. There will be no additional charges, other than the "Special Equipment" fee, to AVA, City or County for mileage, labor, storage or any other costs or expenses of Contractor. Fees apply from to final disposal. In the event that a Vehicle, or parts thereof, is stored by Contractor and disposed of to an auto wrecker, Contractor will be entitled to the salvage value of the scrapped or demolished Vehicle(s) or parts thereof in order to offset the costs to the AVA. If the salvage or sale value of the Vehicles or parts thereof is insufficient to cover the costs of towing/storage/disposal, Contractor will be reimbursed for the actual costs of disposal, less the salvage or sale value, after presenting documentation to the satisfaction of the AVA Code Enforcement Officer of excessive disposal costs for no fewer than 10 vehicles processed in sequence under this Agreement. In no event will Contractor be entitled to payment in excess of the contract fee schedule and reimbursement of the actual costs of disposal.
- E. If a Vehicle is claimed, the costs for towing and storage are to be charged to the Owner and not to the AVA. The fees payable for towing and dismantling services pursuant to this Agreement are to be made available to the Owner of a Vehicle or the owner of the land on which the vehicle is located, when the Vehicle has been issued a "Vehicle Abatement Notice" by the AVA.

4. PAYMENT:

The fees for services under this Contract are due each month within sixty (60) calendar days after receipt by AVA of an invoice covering the service(s) rendered to date. Invoices must be accompanied by proof of delivery to a licensed dismantler or scrap metal recycling facility, or alternative disposal site pre-approved by the AVA.

5. INSURANCE:

- A. Contractor shall maintain the following minimum levels of insurance from an insurance carrier licensed and authorized to do business in California.
- (1) Minimum level of financial responsibility (as required by Section 34631.5 of the California Vehicle Code) – Bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000.00). These minimum standards must include non-owned and hired auto coverage.
 - (2) Uninsured Motorist—Legal minimum, combined single limit.
 - (3) On-Hook Coverage—Insuring the vehicle in tow with limits based on the size of the tow truck.
 - (a) Class A tow truck.....\$25,000.00
 - (b) Class B tow truck.....\$50,000.00
 - (c) Class C tow truck.....\$100,000.00
 - (d) Class D tow truck.....\$100,000.00
 - (4) Garage liability—Includes premises and operation. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.00.
 - (5) Garage Keepers Liability—Must be the same minimum as on-hook coverage for vehicles in the care, custody and control of Contractor in the storage facility.
 - (6) Worker's Compensation Insurance—Legal minimum requirement. This carrier must waive the right of subrogation against AVA, City, and County.
- B. Removing a Vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location shall be deemed transporting property subject to normal minimum insurance requirements of Section 34631.5 of the California Vehicle Code.
- C. Said policies of insurance must remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis unless AVA specifically consents to a "claims made" basis. The City of Crescent City, Del Norte County and AVA must be named as additional insureds on all policies. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to AVA prior to commencement of work. The certificate shall include an endorsement providing thirty (30) days advance notice to AVA of any termination or reduction in coverage. Policy cancellation or expiration shall immediately nullify Contractor's rights under this Agreement; Contractor's obligation to indemnify, defend and hold harmless the AVA, City and County harmless, however, will survive.

7. DEFINITIONS. The following definitions apply to this Agreement:
- A. "Abandoned Vehicle" means a Vehicle that has been cited and the ten-day period after service of the notice of intention to abate and remove the vehicle per Vehicle Code Section 22661 (d) has expired.
 - B. "Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes Street.
 - C. "Inoperative Vehicle" means any motor vehicle which is lacking an engine, transmission, wheels, tires, doors, windshield, or any other part or equipment for the safe operation of the Vehicle upon the highway and which has been declared a hazard to public health, safety and welfare by a peace officer or designated employee of Crescent City, Del Norte County, or the AVA.
 - D. "Owner" as used herein means the person shown to be the last known registered owner, or lien holder, according to Department of Motor Vehicle (DMV) records. When ownership cannot be ascertained from DMV records, owner means the owner of land upon which the Vehicle was abandoned.
 - E. "Vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway except a device moved by human power or used exclusively upon stationary tracks or rails.
8. PREVAILING WAGE AND APPRENTICES: Contractor acknowledges awareness of the provisions of the Labor Code, in particular Labor Code Section 1770 to 1780, inclusive, and Title 8 of the California Code of Regulations, Section 200 et seq.; and shall comply with such provisions before commencing services required by this contract to be performed by employees subject to these provisions. A copy of the relevant prevailing wage must be submitted to the Code Enforcement/ Abatement Officer.
9. NON DISCRIMINATORY EMPLOYMENT: In connection with the services rendered in this Agreement, the Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of an unqualified person.
10. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the AVA during their tenure or for one (1) year thereafter may have any interest, direct or indirect, in this Contract or the proceeds thereof.
11. SUBCONTRACTING: The contractor may not subcontract any portion of the work required by this contract without the prior written approval of the AVA.

12. **ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the AVA.
13. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, lien sale actions, and Federal Communication Licensing. These Documents and Records must be retained for at least five (5) years after the expiration of this Agreement. Contractor will permit AVA to audit all books, accounts, or records in relation to this contract. Any audit may be conducted on Contractor's premises, or at AVA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from AVA. Failure of Contractor to comply with the inspection requirements is cause for termination. Contractor must refund any monies erroneously charged.
14. **TERM OF AGREEMENT:** Unless notice of termination is given as provided herein, this Agreement will commence on January 29, 2013 and will continue until its expiration on December 31, 2017.
15. **TITLE:** It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, will be the property of the AVA. The Contractor may retain copies of drawings and other documents. In the event of termination of this Agreement, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to AVA without exception or reservation.
16. **TERMINATION:**
- A. If the Contractor fails to provide the services required under this Agreement, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to Contractor's performance under this Agreement, the AVA may terminate this Agreement by giving fifteen (15) calendar days written notice to Contractor.
 - B. The Contractor will be excused for failure to perform services under this Agreement if said services are impossible or impracticable to perform as a result of acts of God, strikes, labor disputes or other forces over which the contractor has no control.
 - C. Either party may terminate this Agreement for any reason by giving sixty (60) calendar days written notice to the other party. Notice of termination must be by written notice to the other party and be sent by registered mail. Failure to give such sixty (60) days notice will result in a penalty of \$750 from the party who fails to give adequate notice. If Contractor is the party that fails to give adequate notice, the penalty may be deducted from any amounts owed Contractor.

18. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performance of the services herein, Contractor, its agents and employees are acting in an independent capacity and as an independent contractor and not as officers, employees or agents of the City, County, Del Norte Solid Waste Management Authority or AVA.
19. **AMENDMENT:** This Agreement may be amended or modified only by a written agreement executed by all parties.
20. **ASSIGNMENT OF PERSONNEL:** The Contractor shall assign only qualified personnel to perform services under this Agreement.
21. **JURISDICTION AND VENUE:** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Del Norte County, California.
22. **INDEMNIFICATION:** Contractor shall be responsible for any loss or damage arising from the towing, storage, security of and damage to Vehicles, property and bodily injury arising from Contractor's obligations or performance under this Agreement and Contractor shall indemnify, defend and hold harmless the AVA, City of Crescent City, Del Norte County, and the Del Norte Solid Waste Management Authority from any order, demand, determination, levy, assessment, judgment, settlement or other monetary obligation arising from any action or inaction by Contractor in performing the services under this Agreement, excepting the willful misconduct or negligence solely arising from the actions or inaction of AVA, City, or County.
23. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor, its employees, subcontractors, agents and assigns shall, at all times, comply with federal, state and local laws and ordinances.
24. **NOTICES:**

Notices to AVA:

Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

Notices to the Crescent City Code Enforcement Official:

City of Crescent City
Attn: Code Enforcement

377 "J" Street
Crescent City, CA 95531

Notices to the Del Norte County Vehicle Abatement Officer:

County of Del Norte
Attn: Code Enforcement
Community Development Department
981 "H" Street, Suite 110
Crescent City, CA 95531

Notices to Contractor:

Northcrest Auto Center
Attn:
address
Crescent City, CA 95531

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective
January 29, 2013.

**Del Norte County Abandoned Vehicle
Abatement Service Authority**

Northcrest Auto Center

By: _____ By: _____

ATTEST:

AVA CLERK

APPROVED AS TO FORM:

AVA General Counsel

EXHIBIT A : Del Norte Abandoned Vehicle Authority Towing Zones

**Del Norte Abandoned Vehicle Abatement
Authority Towing Zones**

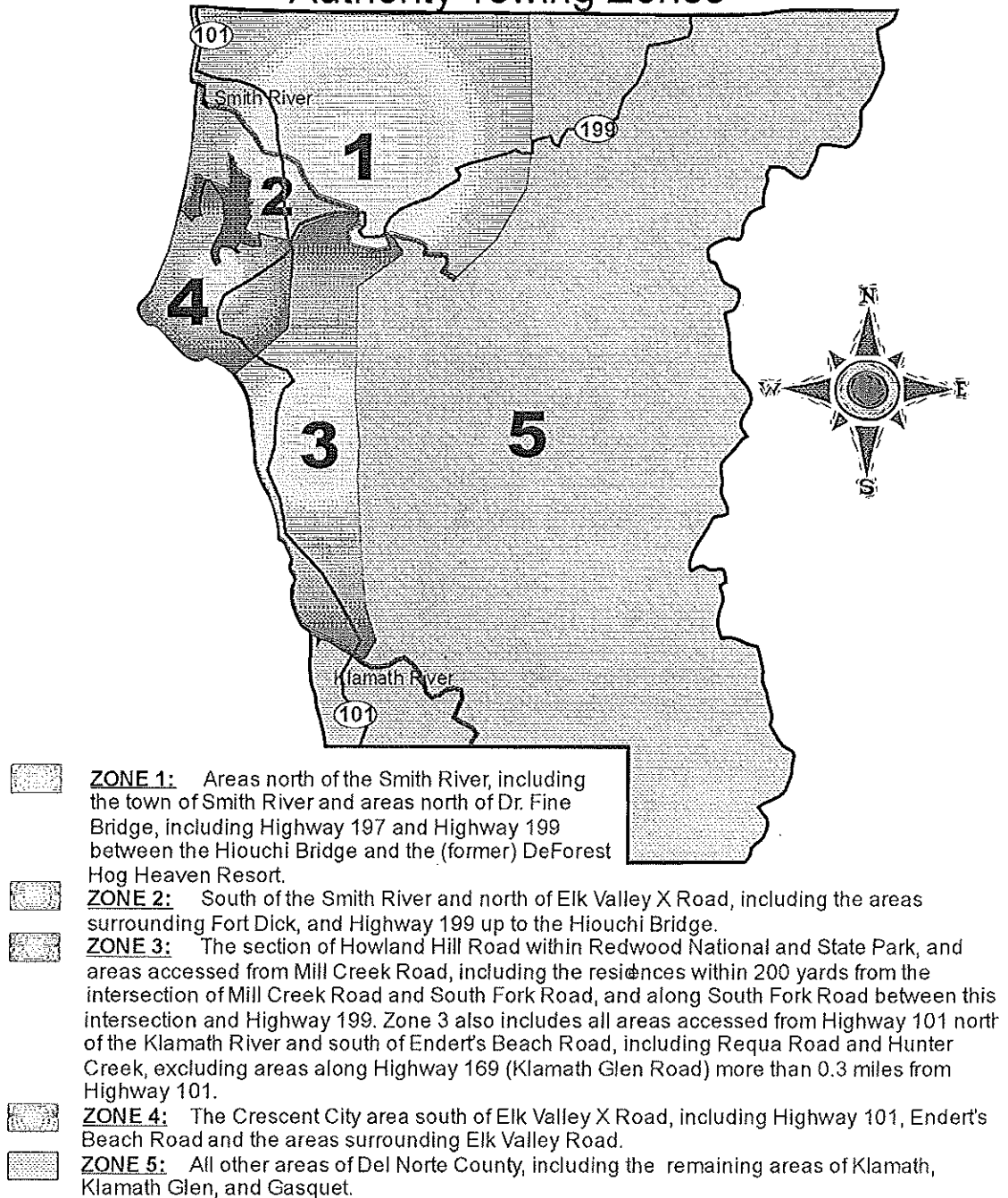


EXHIBIT B: Fees for Services

Contractor: Northcrest Auto Center

Zone	Cars, pickups, motorcycles, vans, mini-motor homes, hitch-mount trailers	5th Wheel Trailers, Motorhomes, Buses, Or Large trucks
	\$ per regular vehicle	\$ per large vehicle
Zone 1	100	200
Zone 2	55	185
Zone 3	100	200
Zone 4	45	95
Zone 5	145	225

**Additional Charges Requiring Pre-Approval by Code Enforcement /
Abatement Officer:**

1. Winching (after first half-hour): \$ 85 per hour
2. Extra Man: \$ 55 per hour
3. Sublet Costs for Special Equipment or Services % 30 over documented expenses
4. Secondary Tow to Curry Transfer in Brookings (Carpenterville Road):
\$ 245 per tow
5. Secondary Tow for non-motorized trailers and related materials to Del Norte County Transfer Station \$ 95 per tow
5. Flat-rate Additional Unloading Charge for transportation and unloading of AVA-related trash \$75 per vehicle. *Assessment of this flat rate must be pre-approved by the AVA Code Enforcement Officer and does not include disposal charges, which will be paid by the AVA directly.*
6. Note that Code Enforcement Officer may specifically request use of and pre-approve payment for use of a "Landhaul" type flat bed trailer and/or towing with a "Class D" tow truck.